

# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**ADDISON COMMUNITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**LENAWEE COUNTY EDUCATION ASSOCIATION  
AEA, MEA/NEA**



**2009-12**

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**Collective Bargaining Agreement**  
**between the**  
**Lenawee County Education Association, AEA, MEA/NEA**  
**and the**  
**Addison Community School District, of Addison, Michigan**

This Agreement, entered into July 1, 2009, and between the Lenawee County Education Association, AEA, MEA/NEA, hereinafter called the "Association", and the Addison Community School District, of Addison, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

**WITNESSETH**

Whereas, the Board of Education has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.

The parties, following deliberate negotiations, have reached certain understandings which they desire to confirm and memorialize in the agreement.

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

## **ARTICLE 1: Recognition**

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for Addison Community School teachers, including all regular full-time and regular part-time teaching personnel employed under annual contracts, including personnel on tenure or probation, guidance personnel, certified librarians and media specialist employed by the Addison Community School District Board of Education, but excluding full or part-time supervisory, executive or administrative personnel, business manger, athletic director, Title I director, curriculum coordinator, adult education program personnel, school nurse, Technology coordinator, C.E.T.A. employees, reading director, substitute teachers, per diem appointments, bus drivers & drivers, aides and paraprofessionals, teachers in programs which are not part of the regular school year (including summer school, noon period supervisors and/or recreation personnel, office and clerical employees, custodial employees and all other employees of the Board or any other employer).

A bargaining unit position which becomes vacant due to separation, termination, retirement or death of an employee, and which the District intends to fill, will be posted and filled with a bargaining unit member. If there is no certified and qualified applicant for the position, the District may fill the position with a substitute and continue to advertise for a certified employee.

- B. The Association shall also be the exclusive bargaining representative for certified teaching personnel on leave (approved under the terms of this contract) from a teaching position in the Addison School System provided said teacher has paid his/her Association dues on a continuing basis.
- C. The term "Teacher" when used hereinafter in this agreement shall refer only to Addison Community School employees represented by the Addison Education Association, MEA/NEA and employed by the Addison Community Schools.
- D. The term "Board" shall include its officers and agents.

## **ARTICLE 2: Board Rights**

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Addison.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
  3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, lay-off, and discharge employees, transfer employees, determine the size of the work force.
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
  5. Determine the qualifications of its employees.
  6. Determine the policy affecting the selection of employees.
  7. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

- D. In meeting such responsibilities the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees.
- E. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- F. The rights of the Board shall not be exercised in violation of this Agreement.

### **ARTICLE 3: Association Rights**

- A. The Association has the right to use school buildings at reasonable hours for meetings of its members provided that such use does not conflict with previously scheduled meetings or activities and provided that when custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before 7:45 a.m. or until 6:00 p.m. on regularly scheduled school days, and any request for use at another time shall be submitted in writing to the superintendent's office no later than five school days in advance of requested date of use, and shall be subject to a charge therefore.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property. No class shall be interrupted to conduct Association business and students shall not be used to conduct Association business. If conducting business during the contract day (See Article 7, Section A & B) in a building other than the one in which he/she teaches, the representative shall secure the permission of the principal of the building in which the business is to be transacted.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for the repair of any damage that may result from such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the district mail service and teacher mail boxes for communication to teachers.
- E. The Board agrees to furnish the Association, in response to reasonable requests, during regular office hours, information available to the residents of the school district concerning the financial resources of the district.
- F. The administration will discuss with the department(s) affected proposed changes in educational policy on which Board action is to be requested prior to submission to the Board. The Board will consider suggestions submitted by the Association with respect to educational matters over which teachers have a special expertise by virtue of their training.
- G. The Board agrees to furnish the Association with five (5) paid leave days each year for the use of Association officers or other members as designated by the Association President. The use of these association days will be for the purpose of conducting Association business, and requires three (3) days advance notice to the superintendent. The Association agrees to pay for the cost of the substitute.

## **ARTICLE 4: Teacher Rights**

- A. The Board and the Association recognize that the laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States confer certain rights to which all teachers are entitled and the provisions of this agreement shall not infringe on the same.
- B. All communications from students obtained in confidence by a teacher in the course of his/her professional duties need not, except with the consent of said teacher or student, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law or is in the best interest of safety for the student, the student body or staff members.
- C. The teacher shall be entitled to full rights of citizenship and no religious or political activities outside the classroom of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except when such activities shall interfere with effective teaching or bring discredit upon the Addison Community Schools.
- D. All teachers covered under this agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.
- E. The Administration shall be required to give notice to a teacher of a complaint against the teacher by a parent or student and discuss the complaint with the teacher if the complaint is to be placed in the teacher's personnel file.
- F. The Board agrees that all personnel file materials shall not be shown to or released to third parties absent written consent of the employee or as required by law. The Board further agrees that, in the event a request is made by a third party for any such materials, the Board shall promptly notify the employee and the Association, and agrees that it shall deny the request and shall assert on behalf of the employee all applicable Freedom of Information Act exemptions.
- G. If the Board receives a Freedom of Information Act request for employee material, the Board will immediately notify the employee and the Association of the request. The employee and Association representatives will meet with the Board's designee(s) to review the Board's proposed response to the request. In order to allow the employee and Association to seek legal relief, the Board will delay granting the request to the extent permitted by law. Consideration shall be given to the employee's privacy interests and all available Freedom of Information Act exemptions to compelled disclosures.
- H. Before a teacher's room assignment is changed and a move accomplished the teacher shall be provided written notice at least two (2) weeks prior to the move. Each teacher shall maintain with the Board a written inventory of personal items in the room. Any change in duties affecting a teacher will be preceded by at least two (2) weeks advance notice except in emergencies.

## **ARTICLE 5: Professional Dues and Payroll Deductions**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and the NEA. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher originally authorizing the deduction. Pursuant to such authorization the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year.
- B. With respect to all sums deducted by the Board, pursuant to authorization by the employee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the MEA and the NEA to the Michigan Education Association, 1216 Kendale Boulevard, P. O. Box 2573, East Lansing, Michigan 48826-2573.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, eligible 125 plans or any other plans or programs jointly approved by the Association and the Board.
- D. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay, and all court or administrative agency costs or attorney fees that may arise out of, or by reason of, action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.
- E. Salary payments shall be made in either 21 or 26 equal installments annually as elected by the teacher on the appropriate form at the beginning of the school year. Teachers selecting 21 pays shall have the option of adjusting their health care contribution on a monthly basis or by reimbursing the District on or before July 1<sup>st</sup> and August 1<sup>st</sup> for the full monthly amount of the contribution.

## **ARTICLE 6: Professional Responsibility – Agency Shop**

- A. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards such matters.
- B. Except as provided elsewhere herein, all full time teachers in the bargaining unit shall, on or before the fifteenth (15) day following the beginning of the school year, beginning of their employment, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment either:
  - 1. Become members of the Association; or
  - 2. Pay as a service charge to the Association an amount established by the Association not in excess of the maximum permitted under the law, provided, however, that such service charge may be authorized by payroll deduction in accordance with Article 5.
  - 3. The athletic director/Director Student Services shall not be required to join the Association; however, he/she will be required to pay a prorated service fee for each academic class he/she teaches. The fee shall be based upon the following percentages. 0 - 25% academic time = 25% service fee; 26 - 50% = 50%; 51 - 75% = 75%; 76% + = 100%.
- C. Exceptions to Section "B" above shall be:
  - 1. Temporary teachers shall not be required to join the Association or pay a service charge thereto.
  - 2. Full-time teachers hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the membership dues or service charge. Such proratum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. Within a month, it is the majority of days left that shall govern.
- D. In the event that a full-time teacher covered by Section "B" above does not join the Association or tender his/her service charge to the Association, either directly or through a voluntary deduction authorization, as provided in Section "F" below, by the sixtieth (60) day as required, the Board will begin payroll deduction of the dues/service fee upon the written request to the Board by the Association, providing the Association has complied with the following:

1. Fulfillment of the requirements of Section "B" and "C" in this Article 6.
  2. Fulfillment of its fiduciary obligations by sending written notice to the full-time teacher that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of this notice shall be sent to the Board.
  3. Fulfillment of its responsibilities by sending written notice to the full-time teacher (copy to the Board) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for payroll deduction of the dues/service charge is being made to the Board.
  4. By stating in the request for payroll deduction of the dues/service charge that such request is in conformance with the Provisions of this Article 6 that the teacher has not complied with his/her obligations; that it is an official request of the Association, and that the "save harmless" clause, set forth as Section J below, shall be put into effect.
- E. In the event a full-time teacher does not tender his/her payment of dues or service charge directly to the Association, he/she may execute a written authorization to the Board for deduction from his/her pay. Such written authorization must be voluntary and shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. The deductions permitted under the authorization shall be:
1. Association member — the regular and equal amount of Association dues and fees, including the MEA and the NEA, and the Addison Education Association, but excluding fines, assessments, etc.
  2. Non-members — the service charge as defined in Article 6, B. 2.
- F. The procedure for deductions shall be:
1. Within ten (10) days after the beginning of the school year, the Association shall certify to the Board, in writing, the current rate of Association dues, and fees, and also the MEA and NEA dues, and the service charge amount per employee.
  2. Deductions shall be made in ten (10) equal installments as explained in Article 5 of this agreement.
  3. It shall be the responsibility of the Association to verify that the Board has received the proper assignments for deductions for Association membership or service charge from each full-time teacher, and to supply a list of such teachers as it finds have not made such assignments for those deductions.
- G. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State laws or if the state legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article 6 does not conform with or to), this Article 6 shall be null and void except as to existing obligations incurred by the Association under Article 6, H.

- H. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs or attorney fees that may arise out of, or by reason of action taken by the Board pursuant to this Article 6.

## ARTICLE 7: Teaching Hours

- A. Except as provided in Section E of this Article: Teachers shall be in the halls outside their classroom and shall be responsible for the supervision of their students for the ten (10) minutes immediately before classes are scheduled to begin in the morning and shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged, and the Association shall support the principle, that its members shall remain for a sufficient period after the close of the pupils' school day to attend to these matters which properly require attention at that time, including consultation with parents that have been scheduled previously, except that on Friday or the day preceding a vacation, the teachers' day shall end at the close of the pupil's day.

	<u>Kindergarten</u>	<u>Elementary School</u>	<u>Junior/Senior High School</u>
Teachers Report	8:00 a.m.	8:00 a.m.	8:00 a.m.
Students Arrive	8:00 a.m.	8:00 a.m.	8:00 a.m.
Class Begins	8:10 a.m.	8:10 a.m.	8:10 a.m.
Student Dismissal	3:00 p.m.	3:00 p.m.	3:00 p.m.
Teacher Day Ends	3:10 p.m.	3:10 p.m.	3:10 p.m.

- B. When a teacher will be absent from the building in which he/she teaches during the contract day (See "A" above), he/she will check in advance at the office with his/her principal. In the principal's absence, he/she will let the secretary know where he/she can be contacted, if needed.
- C. The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods, and the daily or weekly schedule is necessary for progress and education. The parties further mutually agreed that the assignment of teaching periods and time of preparation periods and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board.
- D. The parties agree to the practical importance of the county-wide school calendar because of the number of cooperative efforts among the constituent school districts; such as vocational training and special education. It is also agreed, however, that the Board shall consult with the Association to present its views during the period in which the county-wide calendar is being discussed and that the Board and the Association will consider suggestions made by either party as to calendar items that may be accomplished without interference with the county-wide calendar.

E. Teachers shall be expected to attend all general building meetings called by the building principal in accordance with the provisions set forth below and to attend all system-wide meetings or meetings called by the superintendent or program coordinator and evening meetings with the public as provided in this Section and/or unless it conflicts with other previously scheduled district activities (such as, but not limited to, Schedule B & C activities). Specific provisions as to these types of meetings shall not preclude or affect appropriate attendance at departmental or committee meetings involving smaller numbers of teachers.

1. General building meetings – At the start of each year each building principal shall reach agreement with the teachers in that building as to the day of the week (Monday, Tuesday, Wednesday, Thursday or Friday) on which a monthly building meeting, or a bi-weekly (twice per month) meeting, is to be scheduled. Notice of the meeting shall be posted on the teachers' bulletin board no later than three school days before the meeting or the Friday of the preceding week, whichever is earlier. Emergency meetings may be held with individual notice to each teacher the preceding day provided the meeting can be held within thirty (30) minutes before or after the student day. All building meetings shall have as an objective that they will be no more than one (1) hour in length.
2. System wide meetings or other meetings involving release time for the students and held during normal school hours shall be without limit.
3. Evening meetings that generally may be expected to involve the entire faculty and parents or other members of the general public shall not exceed two (2) per semester without prior agreement of the Association or that number of the teachers who are directly involved and shall be scheduled no less than four (4) weeks in advance in the cases of open house, high school registration and parent-teacher conferences. The two evening meetings in the first semester will be (1) Meet the Teachers Night and (2) Parent/Teacher Conferences. The two evening meetings in the second semester will be (1) Parent/Teacher Conferences and (2) Honors Night in the Junior/Senior High School and a night to be determined in the Elementary School.

Beginning with the 2010-11 school year, the meetings for the Junior/Senior High School will be a Meet the Teachers Night and Evening Parent/Teacher Conferences in the first trimester; Evening Parent/Teacher Conferences in the second trimester; and Afternoon Parent/Teacher Conferences and Honors Night in the third trimester.

4. All teachers will be encouraged to attend at least two (2) student events during the school year.

F. The Board and the Association agree that some supervisory responsibility over pupil conduct shared among teachers in a building on an equitable basis is necessary, particularly during the lunch periods inside the buildings. This does not extend to teachers subbing for playground aides. The parties further agree that in the junior/senior high school building the need shall be defined as that number of teachers required to staff four (4) duty areas for the lunch period. The required number of "teacher periods" shall be filled in the following manner:

1. First, by hiring volunteers from among the teachers in the junior/senior high school who shall agree to serve on each regularly-scheduled school day during the school year in

which lunch is provided in the cafeteria for added reimbursement at the rate of \$15.78 per hour. Such volunteers may be discharged if in the judgment of the administration the volunteer does not satisfactorily fulfill his/her responsibilities and such discharge shall not be the basis for a grievance.

2. In the event there are more volunteers than the number of required "teacher periods" to be filled, the building principal and the building representative designated by the Association shall determine which of the volunteers are to be selected. Seniority in position shall be the determining factor.
  3. The Association agrees to cooperate on an emergency basis to fill temporarily vacant duty position caused by the absence of a teacher designated for duty under (1) or (2) above in the event that position cannot be filled properly by the substitute hired to fill the absent teacher's classroom duties.
- G. All teachers, with the exception of those who volunteer for lunch duty in accordance with this Article, shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes.
- H. All teachers shall be guaranteed no less than two hundred and forty (240) minutes of preparation time in any one week. Unless unavoidable, teachers shall have their own classroom available for an uninterruptible plan time.
- I. Whenever an elementary teacher's total class is scheduled to receive special instruction and said special instructor has reported absent for the entire day, or has scheduled a business day of one-half day or more, the Board shall furnish a substitute other than the regular teacher. It is agreed, however, that if the class cannot receive special instruction on a particular day for reasons other than the absence for the entire day of the special instructor (such as a conflict caused by a schedule change in the junior/senior high school for that particular day), the regular teacher shall take the class and it shall not be necessary to furnish a substitute to serve for less than a full day. Loss of prep time, due to absence of the regular teacher, shall be paid at the following rate: \$19.25 per hour.
- J. The regular teacher shall not be required to remain in the classroom while students are receiving special instruction except during the initial organization of the class.
- K. The number of student instruction and contracted work days shall be as follows:\*

<u>YEAR</u>	<u>STUDENT INSTRUCTION</u>	<u>TEACHER WORK DAYS</u>
2009-2010	175	182
2010-2011	TBN	TBN
2011-2012	TBN	TBN

\*The School Calendar is attached to this Agreement.

In the event of make-up of student days and instructional hours lost due to circumstances outside the control of the district; make-up of student days and instructional hours will be no

more than the state mandated student days and instructional hours needed to qualify for state aid without penalty.

In the event that the number of teacher work days and/or work hours is less than a full year credit for Michigan Public School Employees Retirement System (MPERS); additional work days and work hours will be added to insure teachers will receive a full credit year for MPERS.

## **ARTICLE 8: Leaves of Absence Without Pay**

- A. Leaves of absence without pay may be granted upon the written request of the teacher to the Board of Education. These leaves of absence will be granted or renewed at the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence to correspond as nearly as possible with beginning or ending of a school term or marking period to maintain continuity of the student-teacher relationship. Each request for an unpaid leave of absence will be considered on its individual merits. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final. Additional provisions with respect to Sabbatical Leaves are set forth later in this Article 8.
- B. The following conditions shall apply concerning the replacement teacher and the rights of the teacher granted a leave of absence.
  - 1. The Board shall normally replace a teacher granted a leave of absence under this Article 8 with a temporary employee. Qualified and certified laid off teachers will be given first option for the position, if opened.
  - 2. The Association agrees that such temporary employee shall not be represented by the Association in the event he/she chooses to challenge the termination of his/her employment.
  - 3. A teacher on leave of absence without pay, for a period greater than the twelve (12) weeks of the "Family Medical Leave Act" shall not advance in the salary schedule or accrue other benefits established for teachers who are performing their normal classroom assignments under this agreement.
  - 4. A teacher returning from a leave of absence shall be assigned to the same position from which the leave was granted provided that position has not been eliminated by action such as a reduction in staff or similar reason. If the position has been eliminated, the teacher shall be returned to a position for which he/she is certified and qualified and which their seniority will allow. If no such position exists, the teacher shall be placed on layoff.
- C. If a teacher on leave accepts a teaching position elsewhere his/her leave will be automatically terminated and his/her employment will terminate.
- D. A teacher on an unpaid leave shall not lose leave time accumulated prior to his/her leave. However leave time shall not accumulate during his/her leave of absence.
- E. An eligible teacher desiring an unpaid leave of absence shall submit his/her request to the Board through the superintendent. Such request shall be submitted by the superintendent to the Board with his/her recommendation for action.
- F. For a teacher whose leave shall terminate at the beginning of a school year, a letter of availability must reach the superintendent no later than the preceding April 1. For any teacher whose leave shall terminate at times other than the beginning of a school year, such

letter of availability must reach the superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

G. Sabbatical leaves may be granted by the Board of Education in accordance with the following provisions:

1. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for up to one (1) year, but no more frequently than once in eight years.
2. To qualify for such sabbatical leave a teacher must hold a permanent, life, or continuing certificate.
3. Provided there are enough people who qualify for sabbatical leaves, and apply for such leaves, the Board may grant a maximum of three (3) such leaves per year but shall not be required to grant more than one per building.
4. A teacher returning from a sabbatical shall be assigned to a position for which he/she is certified and qualified.

## **ARTICLE 9: Leaves with Pay**

- A. Leave Days including Disabilities: At the beginning of each school year, each teacher shall be credited with twelve (12) leave days to be used for absences caused by illness, disability or personal business of the teacher. The unused portion of such allowance shall be accumulative.

Leave days shall be construed to include but not be limited to illness, attendance by a teacher at any teacher conference involving his/her child in kindergarten through twelfth grade and shall further include attendance by a teacher at any academically related program in which the teacher's child or children are directly involved in as participants. Leave days, other than that for illness, must be taken in increments of not less than one-half (1/2) day, unless the time taken would not require the district to hire an outside substitute. Absences of less than a half day may only be taken, if the teacher makes arrangements to have another staff member cover the absence either with or without compensation. If the absence is of cost to the district, the individual will be deducted leave time. With either of the two options, prior notice shall be given to the building administrator. Teachers desiring to use leave days, other than that for illness, shall notify the Superintendent in writing at least three working days in advance of the anticipated absence except in case of emergency. Leave days are not to be used for recreation/vacation. With the exception of days for illness, "Leave Days" may not be used the day before or after a holiday, unless prior approval is obtained from the Superintendent.

With the start of the 2003-04 school year, all teachers that have accumulated more than ninety (90) leave days shall have those days banked and will begin the new school year with one-hundred and two (102) leave days. All unused leave days over ninety (90) shall be added to their bank and shall begin the next school year with one-hundred and two (102) leave days.

All teachers shall be eligible for an attendance bonus which shall consist of a one-time payment of two-hundred (\$200) dollars, payable at the end of each semester. A teacher may use one (1) leave day per year and still qualify for the two-hundred dollar (\$200) attendance bonus.

Beginning with the 2010-11 school year, all teachers shall be eligible for an attendance bonus which shall consist of a one-time payment of four hundred (\$400) dollars, payable at the end of the school year. A teacher may use one (1) leave day per semester, not to exceed two (2) per school year, and still qualify for the four hundred dollar (\$400) attendance bonus.

Upon (1) retiring from education, (2) being vested by the Michigan Public School Employees Retirement System (MPSERS) and (3) either having a minimum of twenty (20) years of service in the Addison Community Schools or being eligible for immediate monthly retirement benefits paid by the MPSERS, an eligible teacher will be paid for all his/her remaining unused/and banked leave days at the rate of one dollar per year of service to Addison Community Schools. Teachers that are eligible for the leave day buy-out shall be reimbursed through an approved 403-B "Post Retirement Account".

The Board shall furnish a written statement at the beginning of each school year setting forth the total leave days credited to each teacher. As in the past, misrepresentation of days used under this Article shall be cause for disciplinary action by the Board. No disciplinary action will be taken without a consultation between the accused teacher and the superintendent. The Association recognizes that abuse of leave days is non-professional behavior and will caution its members that such abuse may result in disciplinary action including loss of pay.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave days shall be granted a leave of absence without pay for the balance of the school year. The leave may be renewed each year upon written request by the teacher, and the teacher shall be reinstated if a position is available for which the teacher is qualified.
- C. Family Death: Each teacher shall be granted up to five (5) days paid leave, during the scheduled school year, in the case of death to the teacher's father, mother, spouse, father-in-law, mother-in-law, child, step-child, brother, or sister. A leave of up to three (3) days, during the scheduled school year, for grandparents/spouse's grandparents or step-parents, grandchildren, brother-in-law, sister-in-law or others living within the teacher's household for whom the teacher is responsible. Such leave shall not be deducted from accumulative leave days. One day of paid leave, to be deducted from accumulative leave days, may be granted at the discretion of the superintendent on an individual basis, in the case of death of a close friend or relative not included elsewhere in this Section C. (Bereavement days shall not be counted against the attendance bonus.)
- D. The Board shall pay the difference between benefits paid by worker's compensation and the teacher's salary for absence due to injury incurred in the course of the teacher's school duties. Such payments not to exceed ninety (90) days shall not be deducted from the teacher's leave days.
- E. Any teacher on, or returning from an extended leave, may be required by the superintendent to provide a written statement by a licensed physician verifying the nature of the illness or that he/she is sufficiently recovered from illness to return to work.
- F. A teacher shall not be charged a leave day if said day falls on a "snow day" as defined in Article 7.
- G. Jury Duty: A teacher called for jury duty or to give testimony before a judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation, provided such obligation occurs during the normal working hours and school year of the teacher.
- H. To the extent they are able; employees on paid leaves of absence will be expected to assist in maintaining the curricular continuity through the substitute.

## **ARTICLE 10: Teaching Conditions**

- A. The parties agree that the size of the individual classes shall be given careful consideration and any inequities may be remedied by the Board, in its sole discretion, if economically and educationally feasible and desirable. To the extent practicable, class sizes within a grade/subject area will be balanced within the building. Teacher aides may be provided when the elementary classroom teacher and the Board agree that existing class conditions are difficult and instruction is impaired. For grades Kindergarten through 6, teachers assigned to teach a split grade shall receive five hundred (\$500) dollars additional compensation per semester.
  
- B. The Board shall provide appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials that are the tools of the teaching profession. The decisions as to which instructional materials are appropriate and when they are to be purchased rest solely with the Board and administration. The Board agrees to consider for implementation the decisions made by teachers and administrators, meeting from time to time, concerning educational tools and equipment.
  
- C. The Board agrees to make available in each school building; computers, copiers and printers to aid teachers in the preparation of instructional material. Individual teachers may request permission to use the equipment for their own preparation of instructional materials within reasonable usage of supplies and without undue interference with other demands on the equipment. "Reasonable" may vary as cost or shortages affect the availability of supplies.
  
- D. The Board shall provide upon teacher request:
  - 1. A separate desk for each teacher in the district with a lockable drawer space.
  - 2. Closet space for each teacher to store coats, overshoes and personal articles.
  - 3. One copy, exclusively for each teacher's use, of each text used in each of the courses he/she is to teach. Such copy (ies) shall be ordered at the earliest possible opportunity upon the request of the teacher.
  - 4. Attendance books, paper, pencils, pens, chalk, erasers, dry erase board markers, access to a computer and other such material required in daily teaching responsibility.
  
- E. The Board shall make available adequate lunchroom, restroom and lavatory facilities exclusively for teacher use, and at least one room in all buildings, appropriately furnished which shall be reserved for use as a faculty work room. Present facilities shall remain the same unless replaced with appropriate substitute facilities.
  
- F. Off street parking facilities as presently exist shall continue to be provided, and properly maintained and identified for staff use. The walks and steps shall be cleared of snow and ice.

- G. Beginning with the 2009-10 school year, any teacher who is employed in a less than full time assignment and who works the full school calendar shall receive salary schedule increment credit as if employed on a full-time basis.
- H. A district-provided identification badge is to be worn at all times during school operational hours.

## **ARTICLE 11: Professional Qualifications and Assignments**

- A. The Board shall at all times hire only qualified teachers who meet the requirements of the Michigan Certification Code.
- B. It is the agreement of the parties that the assignment of teachers shall continue to be the exclusive prerogative of the superintendent of schools, subject to the approval of the Board. Insofar as he/she can do with the staff available and in the exercise of his/her sole discretion, the superintendent will assign teachers whenever possible within the scope of their teaching certificate and within the scope of their major or minor fields of study.
- C. Each teacher shall be given written notice of his/her tentative schedule for the forthcoming school year no later than June 1<sup>st</sup>. Such schedule, however, shall be subject to change as circumstances warrant, and the teacher shall be promptly notified of such schedule change.
- D. The following extra duty assignments shall not be made without the teacher's consent: athletic, summer school teaching, driver education, adult education, extracurricular yearbook, student plays, cheerleading, extracurricular newspaper, student council, and lunchroom supervision. The Board reserves the right to hire individuals from outside the bargaining unit for extra duty assignments at compensation agreed upon between the Board and individual, so long as the position has been posted in accordance with Article 12. These extracurricular and athletic assignments are made on a yearly basis and removal of a teacher from any of the aforementioned assignments shall be at the discretion of the Board and such action shall be subject to a grievance, but arbitral only if "Cause" is established.

## **ARTICLE 12: Vacancies, Promotions, Transfers**

- A. Whenever vacancies occur, including vacancies in supervisory positions, it shall be the goal of the Board to fill such vacancies by those most qualified to assume the obligations and responsibilities of any particular position. The Board will give due weight to the professional background and attainments of all applicants. Teachers that apply for a posted position who are certified and qualified shall be interviewed for that position prior to the district hiring from the outside.
- B. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to supervisory or executive status.
- C. Whenever a vacancy arises, the superintendent shall cause to be posted notice of same on a teacher bulletin board, in each school building, normally used by the Association for the posting of notices for no less than one week before the position is filled.
- D. Whenever vacancies occur when regular school is not in session (as in the summer months) notification of the vacancy will be sent to teachers who leave self-addressed stamped envelopes or a home e-mail address with the District. It shall be the responsibility of individual teachers to respond on a timely basis if the teacher is to be considered for the vacancy (ies).
- E. Transfers shall be made with the full knowledge and with consultation of the teacher involved prior to the transfer. The Board shall first attempt to make transfers on a voluntary basis with involuntary transfers being kept at a minimum. The Board shall provide written reasons for any involuntary transfer to the affected staff member, upon request.
- F. If a position is eliminated, the teacher in that position shall be able to assume the position of the least senior teacher, provided he/she is qualified and certified. A teacher displaced by such move shall, in turn, be able to assume the position of the least senior person, provided he/she is qualified and certified.

## **ARTICLE 13: Teacher Formal Evaluation and Progress**

- A. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct and ongoing observation of the teacher's work and providing written summaries of these observations together with any recommendation the administrator may have for the teacher.
- B. Probationary teachers shall be formally evaluated at least once during each year of probation. All tenured teachers shall be formally evaluated at least once every three years.
- C. The following format shall be established for formal evaluation:
  - 1. A goal setting conference shall be held between the teacher to be evaluated and the administrator.
  - 2. The administrator will attempt to complete all goal setting conferences by September 30th.
  - 3. Goals will be established whenever possible, by mutual agreement of both parties.
- D. The goal or goals may come from but are not limited to the following areas:
  - 1. Planning and Preparation – Demonstrating knowledge of content and pedagogy, Demonstrating knowledge of students, Selecting instructional goals, Demonstrating knowledge of resources designing coherent instruction and Assessing student learning.
  - 2. The Classroom Environment – Creating an environment of respect and rapport, Establishing a culture for learning, Managing classroom practice, Managing student behavior and Organizing physical space.
  - 3. Instruction – Communicating clearly and accurately, Using questioning and discussion techniques, Engaging students in learning, Providing feedback to students and Demonstrating flexibility and responsiveness.
  - 4. Professional Responsibilities – Reflecting on teaching, Maintaining accurate records, communication with families, contributing to the school and district, growing and developing professionally and Showing professionalism.
- E. Data collected to determine progress toward goals shall be collected in the following ways.
  - 1. Classroom Observations – the administrator shall formally observe the teacher a minimum of one time during each semester in the year in which they are to be evaluated.
    - a. The initial observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed. Any additional formal observations shall be preceded by a minimum of a two (2) hour notice. Scheduled observations shall only be changed when necessary due to unavoidable conflicts which may arise after the observation has been scheduled. Examples include, but are

not limited to: teacher or administrator absence; or an emergency or crisis to which the teacher or administrator must attend.

- b. Each formal observation shall last at least one entire class period in the secondary and at least forty-five (45) minutes in elementary.
  - c. Following the collection of the above data, the administrator and the teacher shall conduct a conference within five school days.
2. In addition to the formal observation process outlined in E. above, administrators shall include ongoing observation.
- a. The ongoing observation shall be a review of the teacher's overall performance during the school year, and determine how the goals have been met. There shall be a conference to discuss the overall effectiveness of instruction. Within five (5) days of the conference, the administrator shall write a narrative summary of the conference, present it to the teacher and, if required by the teacher, shall meet for the purpose of clarifying the written report and recommendations.
  - b. A copy of material to be filed for evaluation purposes will be provided to the teacher within five school days.
  - c. Suggestions to help correct a problem or improve a teacher's performance will be given to the teacher in writing.
- F. No evaluation shall unduly interfere with the normal teaching-learning process.
- G. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and reasonable assistance to be given by the administrator and other staff members. In subsequent observation reports, specific deficiencies which have been corrected will be so indicated in writing.
- H. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and/or submit any complaints through the grievance procedure.
- I. Extra duty assignments shall not be subject to the evaluation process as outlined above.
- J. Prior to the second full week of school for students, the building administrator will discuss with probationary teachers and teachers new to the building the evaluation form and general expectations that will be applicable. At the beginning of the school year teachers working in more than one building may request notice identifying the administrator who will be their evaluator. A teacher may request an evaluation from a second administrator from the other building.
- K. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

## **ARTICLE 14: Reductions and Recall of Personnel**

- A. In the event of a reduction in staff, the following procedure will be utilized:
1. Probationary teachers will be laid off first, provided that, if the program is to be continued at a reduced level, there are fully-qualified, fully-certified teachers to replace and perform all of the duties of the laid off teachers.
  2. If reduction is still necessary, then teachers will be laid off in accordance with the following factors:
    - a. Proper certification and qualification
    - b. Seniority
  3. Definitions:
    - a. "Certification" shall be defined by the Department of Education, State of Michigan.
    - b. "Qualification" shall be defined as follows:
      - i. All instructional positions shall be filled by certified teachers who hold the appropriate endorsement for the position. An individual who is certified and endorsed for the position shall be considered to be qualified.
    - c. "Seniority" shall be defined as length of employment in the Addison Community School District from the first working day as a permanent teacher. Continuous employment shall only be interrupted when a teacher resigns, retires or is discharged. Continuous employment shall not be interrupted by an approved unpaid leave of absence or layoff but years of service shall not accumulate while in this status. Any unpaid leave of absence less than twenty (20) weeks shall not lose any seniority. Among equally certified and qualified teachers with equal seniority, the date of Board action to hire shall be the determining factor to determine the order of layoff at the time of layoff or the order of recall at the time of recall followed by the following in the order listed:
      - i. The teacher who has a master's degree.
      - ii. The teacher who has a baccalaureate teaching major in the subject area.
      - iii. The last four (4) digits of their social security number. (Highest number-is awarded the position)
- B. Before official action on reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board and provide the Association with a copy of the seniority list. As soon as the names of the tenured teachers to be laid off are known, a list of such names shall be given to the Association. The Board shall provide a minimum of two (2) weeks written notice of layoff to tenure teachers.

- C. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

In the event of a reduction in staff affecting any individual teacher, the contract of employment with that individual teacher shall terminate and the district shall have no obligation for salary or fringe benefits not already earned following the layoff of the teacher.

- D. The Board of Education shall have no obligation to reassign or transfer employees around in order to make positions for which tenure teachers or teachers with greater seniority would be certified and qualified but may do so in its discretion. The Board shall have no obligation to create part-time positions. Nothing in this Section shall prohibit a more senior teacher from directly bumping the least senior teacher in a position for which he/she is qualified and certified when being laid off. However, it is understood seniority rights shall not supersede teacher tenure rights.
- E. Teachers shall inform the superintendent in writing of any contemplated changes in certification or qualification by May 1 of each year for the following school year. Changes in a teacher's certification or qualifications after the 1<sup>st</sup> student day of instruction of any year shall not entitle the teacher to be assigned to a position for which the teacher is newly certified, or qualified on the basis of tenure or seniority unless there is a vacancy which the teacher is certified and qualified to fill on the basis of seniority.
- F. If after a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid off teachers who are certified and qualified will be recalled on the basis of seniority in accordance with the provisions of A3(c). The Board shall have no obligation to recall probationary teachers beyond two (2) years after the Board's determination to lay off those teachers or three (3) years as with a tenured teacher as required by law.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of such teacher to notify, no later than May 1<sup>st</sup>. of each year, the Board in writing if there has been a change in his/her current mailing address and/or any contemplated change in his/her certification or endorsement or qualifications. This letter shall be sent by either registered or certified mail to the superintendent of schools. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. Refusal or failure to respond within ten (10) days of the receipt of a written offer of a full-time position made by the Board shall be considered voluntary termination.
- H. Any teacher laid off and /or collects unemployment compensation during the summer recess and is recalled to employment by October 1<sup>st</sup>.of the following school year, shall have their salary reduced by the amount of unemployment compensation received, but in no circumstance shall the teacher be reduced in pay in an amount less than what he/or she would normally be paid for the entire school year. (Step and column)

## **ARTICLE 15: Student Discipline**

- A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. The Board shall give all reasonable support and assistance to the teacher in the creation and maintenance of these conditions. Reasonable support and assistance shall be defined as that which the Board considers to be consistent with the establishment of a satisfactory learning environment for all students. The Association recognizes and supports the concept that parental communication is an essential element in improving a student's behavior.
- B. A teacher may exclude a pupil from one class in grades 7 through 12 when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable, or when the behavior of the student adversely affects the learning process of other students. In such cases, the teacher shall furnish the junior/senior high school principal or the junior/senior school assistant principal, full particulars of the incident in writing on forms to be specified by the Board and available from the principal as promptly as possible, but not later than 8:30 a.m. the school day following the excluding of the student.
- C. Teachers of students in grades K-6 are to confer with and receive the permission of the elementary principal before a student is excluded from a room.
- D. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of school each year.
- E. Any assault, as defined by the Michigan School Code, upon a teacher arising out of or in the course of the teacher's employment, shall be promptly reported to the Board or its designated representative. The Board shall provide information and advice to teachers who experience an assault by a student and shall work with the teacher in an effort to address the incident with the appropriate law enforcement and legal authorities.

## ARTICLE 16: Grievance Procedure

- A. A claim by the Association, that there has been an alleged violation of the expressed terms of this contract, shall be resolved through the procedures set forth therein. All grievances must be signed by the aggrieved person or, in the instance where the grievance does not affect individual teachers, by the Association on behalf of all the teachers.
- B. All time limits herein shall consist of school days when school is in session and business days during the summer vacation period. Time limits may be extended upon mutual consent of the parties. It is understood that, in the event of failure to conform to a time limit by either party, the grievance shall move to the next step.
- C. The Board agrees that the Association may designate a building representative and an alternate building representative, who shall be teachers in the building they represent. It is understood that the alternate building representative shall act only in the absence of the regular building representative.

The Association will furnish the Board with the names of its building representative and alternates and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notices from the Association, it shall not be required to deal with such teachers purporting to be representatives.

It is understood that grievance problems will be handled at all times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the building representative to leave his/her work, he/she shall first obtain permission from his/her supervisor or principal. The privilege of the building representative's leaving his/her work during working hours without loss of time or pay is subject to the understanding that (1) such time shall be devoted to the proper handling of the grievance, (2) it will be done as expeditiously and with as little interruption of work as possible, (3) students must not be left unattended, and (4) this privilege will not be abused. Any abuse will be grounds for a grievance and/or the discontinuation of such privilege.

If the building representative is required to go into a building other than his/her own in the handling of a grievance, the principals at both buildings (or all buildings involved) must be notified and permission received. The building representative shall return to his/her work as promptly as possible and upon returning shall at once report to his/her principal.

- D. In the handling and processing of a grievance the following procedure shall apply:

STEP ONE: The alleged grievance shall be presented to the elementary principal if the teacher teaches in grades K through 6, or the junior/senior school building principal if the teacher teaches in grades 7 through 12. The building representative may be present at this meeting if requested by either party. If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the appropriate principal within ten (10) days from the date of the discussion between the grievant and the appropriate principal. The written statement of the alleged grievance shall include:

- a. The date of alleged violation of the contract.
- b. The precise statement of the nature of the grievance.
- c. The article or provision of this agreement allegedly violated.
- d. The remedy requested.
- e. The signature of the aggrieved person.

The grievance form is set forth in Appendix B.

Any written grievance not substantially in accordance with the requirements may be rejected as improper and such rejection does not extend the time limitations specified.

No grievance shall be processed unless it is presented at STEP ONE within fifteen (15) school days of its occurrence or knowledge of its occurrence.

The principal shall file a written response to the grievant within seven (7) days of the receipt of the written grievance.

STEP TWO: In the event the grievance is not settled at STEP ONE, it may be referred in writing to the superintendent within seven (7) days after the date of the answer by the principal. The superintendent will schedule a meeting to discuss the grievance with the grievant and association representatives. This meeting will be scheduled and held within seven (7) days of the superintendent's receipt of the grievance. The superintendent will provide a written response to the grievance to the grievant and association within five (5) days after the conclusion of the meeting.

- a. Attempt to resolve the grievance by holding a meeting with the necessary persons.
- b. Refer the grievance to STEP THREE within seven (7) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association president.

If the superintendent holds a meeting, he/she shall present the Association president, within five (5) days after the conclusion of such meeting, with a written answer to the grievance.

STEP THREE: If the grievance is not settled at STEP TWO, the association may refer the grievance to arbitration by written notice to the school board and superintendent within ten (10) days of receipt of the superintendent's STEP TWO response. If the parties are unable to mutually agree upon an arbitrator within five (5) days of the written notice to the school board and superintendent, the association shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The Arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The Arbitrator's decision shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The

Arbitrator's decision shall be final and binding upon the Board, the Association, and the teacher or teachers involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this agreement and to determine disputes involving the application or interpretation of such provisions.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement.

The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan School laws.

1. The Arbitrator shall have no power to establish salary scales or to change any salary.
2. The Arbitrator shall have no power to change any practice, policy, or rule of the Board or substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule or any action taken by the Board.
3. The Arbitrator shall have no power to decide any question which, under this agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe this agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
4. The Arbitrator shall have no power to interpret state or federal law.
5. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
6. Should the aggrieved person fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the aggrieved person fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

The Arbitrator's fees and expenses shall be shared by the Board and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such teacher, witness, or requesting such participant. A complaint or dispute involving the discharge of a teacher on continuing tenure shall not be subject to the grievance and arbitration provisions but shall be heard pursuant to the Michigan Tenure of Teachers Act. In addition, the termination of a probationary or non-tenure teacher, or extension of a probationary period for a teacher, shall not be subject to the grievance or arbitration provisions.

- E. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule, without "cause", shall be grievable but not arbitral.
- F. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

- G. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss and have it resolved informally with the Administration.
- H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this agreement.
- I. Nothing contained herein shall be construed as a waiver or precedent, by any action or lack of action taken by the Board.
- J. If, in the arbitrator's opinion, due to a violation of this agreement, a teacher has been unjustly deprived of any professional compensation, the teacher may be awarded back pay and made whole but, not to exceed thirty (30) days prior to the filing of the grievance.
- K. If a grievance is filed prior to the expiration of this agreement, the grievance shall proceed through the grievance procedures until resolved.

## **ARTICLE 17: Professional Behavior**

- A. Teachers are expected to comply with reasonable rules, regulations, expectations, policies and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board in recognition of the concept of progressive correction, shall, where appropriate, notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession may be promptly reported to the offending teacher and to the Association, but such reporting in no way prevents disciplinary action by the Board.
- C. Before the Board formally warns reprimands or disciplines a teacher, the teacher shall be notified of same to enable the teacher to request the presence of an Association representative. The teacher shall not be formally warned, reprimanded or disciplined until a representative of the Association is present, if the teacher requests a representative, except when a critical situation warrants immediate action.
- D. No teacher shall be disciplined, demoted nor discharged without just cause.
- E. All non-tenure teachers shall have recourse to the grievance procedure as set forth herein, except, it is expressly understood that the evaluation of non-tenure teachers, or the Board's decision to refuse to renew a non-tenure teacher's contract, is not arbitral or subject to grievance.
- F. All information forming the basis for disciplinary action will be made available to the teacher and, upon request and with the permission of the teacher involved, the Association.

## **ARTICLE 18: Professional Improvement**

- A. Any teacher who enrolls with prior approval of the superintendent in a course related to his/her instructional responsibility and in an effort to obtain a single Masters Degree program at a regionally accredited college or university shall receive up to one-hundred and fifty dollars (\$150) per semester hour of credit reimbursement from the Board, for his/her tuition, upon the successful completion of the course, provided that the teacher has first acquired the number of semester hours necessary to qualify for Michigan Professional Certificate or is not employed under any type of emergency approval permit.
  
- B. Any teacher who wishes to attend a non-required workshop or conference shall fill out an attendance request form. Requests will be granted upon mutual agreement between the teacher and building principal and Superintendent. The district will seek approval to grant SB-CEU credit for Addison professional development activities that have a minimum duration of five (5) contact hours.

## **ARTICLE 19: Continuity of Professional Services**

The Board and the Association subscribe to the principle that differences should be resolved by appropriate and peaceful means without resorting to a strike, which shall be termed to be a stoppage of work or willful absence from work. The Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

## **ARTICLE 20: School Improvement**

### **A. Introduction**

1. The Board, Administration, Association and Teachers recognize the necessity of maintaining ongoing school improvement plans and the importance of continued recognition of quality education services as a fundamental priority and shared goal of the parties.
2. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education. A school improvement team will be formed in each building representative of administrators, teachers and, when possible, parents and students.
3. Site based decision making will be implemented in each building and will be the responsibility of the school improvement teams in accordance with State Law PA 25.
4. The school improvement teams will have the empowerment to investigate, implement and change existing procedures and practices in their buildings to improve educational services. Any change must be mutually agreed upon by both the Board and a vote of the building teachers. The parties recognize that recommendations of the team are of an advisory nature, but the Board will endeavor to implement team recommendations.

### **B. Guidelines**

1. Decisions made by any school improvement committees shall not violate the collective bargaining agreement between the parties, and the parties recognize that the terms of the collective bargaining agreement govern as to wages, hours and terms and conditions of employment. School improvement committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Addison Education Association and the Addison Board of Education.
2. Participation on any school improvement committee is voluntary.
3. Participation or non-participation on a school improvement committee shall not be used as a criterion for a negative evaluation, discipline or discharge.

### **C. Training**

The parties shall mutually agree as to any training provided with regard to school improvement plans.

## **ARTICLE 21: Least Restrictive Environment/Medically Fragile**

### **A. Least Restrictive Environment**

1. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.
2. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When it is determined that a teacher will be providing instructional or other services to a handicapped student, that teacher will not be denied the opportunity to participate in the IEPC. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.
3. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.
4. On a case-by-case basis, based upon the recommendation of the IEPC, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a handicapped student.
5. An attempt shall be made to not schedule an IEP on a teacher's Plan Time and/or lunch period or before or after school. In the event that it cannot be scheduled at any other time, the teacher shall be compensated at the class coverage rate.

### **B. Medically Fragile Students**

1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher or another adult who will be present when the instruction or other services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, based upon the recommendation of the IEPC, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.
4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

## **ARTICLE 22: Miscellaneous Provisions**

- A. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendments to this agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this agreement titled "Collective Bargaining Master Agreement between the Lenawee County Education Association, AEA, MEA/NEA, and the Addison Community School District, of Addison, Michigan" shall be printed at the expense of the Board after this agreement is signed and shall be presented to all teachers now employed, or hereafter employed by the Board. Further, that the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.
- E. The parties subscribe to the principle that early resolution of potential problems is most desirable for harmonious relations. It is therefore agreed that, if difficulties are experienced in the administration of this agreement either the President of the Board, or his/her designee, or of the Association, as the case may be, may make written request of the other setting forth the nature of the difficulty and suggesting that they meet in an attempt to resolve the matter. Furthermore, the Superintendent, upon the request of a teacher(s) will meet with the requesting teacher(s) for the purpose of discussing specific identified issues. Failure to meet in response to such request shall not, however, be in itself a grievable item.
- F. During the life of this Agreement either party may initiate discussions with the other regarding an (ERI) Early Retirement Incentive.

## **ARTICLE 23: Master/Mentor Teacher**

In accordance with Public Act 335 of 1993, Section 1526, for the first 3 years of employment in classroom teaching, a teacher shall be assigned 1 or more master teachers, or college professors or retired master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment(s). The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester. Either the Mentor Teacher or the Mentee may terminate the relationship at that time. Participation as a Mentor Teacher is voluntary.

If the Mentor Teacher is a member of the bargaining unit, the Mentor Teacher shall not be involved in evaluating the Mentee.

A Mentor teacher shall receive a stipend of one-hundred and eighty (\$180) dollars per semester.

## **ARTICLE 24: Public School Academies**

Should the district consider the authorization of a public school academy, the contract will be reopened for negotiations over the impact on bargaining unit members. Any agreement reached will be subject to ratification by the parties.

## **ARTICLE 25: Employee Purchase or Re-Payment of Retirement Service Credit**

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix C, and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix D, on behalf of any employee wishing to purchase additional MPERS service credit or repay service credit previously withdrawn (plus interest) by the employee.
- C. Employees wishing to purchase additional MPERS service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix D.
- D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPERS by the Board.
- E. This Article will be implemented in the month following notification from MPERS to the Board that MPERS' program for receiving and processing these routine payroll deduction contributions is operational.

## Duration of Agreement

All articles of this Agreement shall be effective as of July 1, 2009 through June 30, 2012. For the 2010-11 and 2011-12 school years, the contract shall be re-opened to negotiate the Salary Schedule (including Schedules B and C) and the Calendar (including contractual issues related to the transition to the trimester system at the Junior/Senior High School).

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

By: \_\_\_\_\_  
President of the Board

By: \_\_\_\_\_  
President of the Association

and: \_\_\_\_\_  
Secretary of the Board

and: \_\_\_\_\_  
Secretary of the Association

and: \_\_\_\_\_  
Superintendent

and: \_\_\_\_\_  
Chairman, Negotiations Committee

and: \_\_\_\_\_  
Uniserv Director

## SCHEDULE A: Addison Wage Schedule

**2009-10**

<u>STEP</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>
1	35,505	39,915	43,029
2	36,640	41,211	44,471
3	37,813	42,551	45,960
4	39,023	43,934	47,500
5	40,273	45,361	49,092
6		46,835	50,736
7		48,357	52,435
8		49,929	54,192
9		51,553	56,007
10		53,228	57,884
11		54,959	59,823
12		56,745	61,826
13		58,897	63,898
14			66,322

Longevity pay of \$625 at the start of the 16<sup>th</sup> year of service to Addison Schools

Longevity pay of \$625 at the start of the 21<sup>st</sup> year of service to Addison Schools

Longevity pay of \$625 at the start of the 25<sup>th</sup> year of service to Addison Schools

## SCHEDULE B: Extracurricular

	<b>2009-10</b>
EXTRA ACADEMIC	1/7 of salary
Department Head – M.S. & H.S.	400
Yearbook*	2,485
H.S. Newspaper*	1,495
M.S. Newspaper*	810
Science Olympiad – M.S. & H.S.	600
Social Studies Olympiad – M.S. & H.S.	600
Class Sponsors --	
Senior (2)	600
Junior (2)	600
Sophomore (1)	300
Freshman (1)	300
Sixth Grade Camp (1)	250
School Plays – H.S.*	1,500 per play
National Honor Society	400
Spanish Club	400
Debate	700
Chorus-ES, MS, HS	80 ea/5-max
Art Shows	80 ea Show/Max-5
Quiz Bowl	600
Student Council - H.S.	1,005
Student Council - M.S.	810
Student Council - Elementary	470
M.S. Equations	700
Flag Corp	700
SADD Advisor	310
Elementary Science Club/Science Olympiad	300
Elementary Grade Chair/Specials	400
Saturday Detention	\$55 per day
M.S. Camp -- Special Olympics -- Overnight Stay	\$93 per night if spend the night. Up to 4 sponsors at Board discretion.
M.S. 8th Hour	\$19.25
Driver's Education	\$19.25

\*25% of stipend if activity is part of classroom assignment.

## SCHEDULE C: Athletic Salaries

### 11% of Step

Varsity Football  
 Varsity Wrestling  
 Varsity Basketball  
 Varsity Volleyball

### 9% of Step

Baseball  
 Softball  
 J.V. Volleyball  
 Track  
 J.V. Football  
 Assistant Varsity Football  
 J.V. Basketball  
 Assistant Varsity Wrestling  
 Girls & Boys Cross Country  
 Band-Marching/Pep.

### 7% of Step

Golf  
 Cross Country  
 Assistant Track  
 Assistant J.V. Football  
 J.V. Baseball  
 J.V. Softball

### 6% of Step

M.S. Head Football  
 M.S. Head Basketball  
 M.S. Head Wrestling  
 M.S. Head Track  
 M.S. Intramural Director  
 M.S. Head Volleyball  
 M.S. Cross Country Boys/Girls

### 5% of Step

M.S. Assistant Football  
 M.S. Assistant Wrestling  
 M.S. Assistant Track

### 2009-10

Sr. High Cheerleading	2300
Jr. High Cheerleading	1400

- A. All AEA members who have coached the same sport and academic level for both the 2002-2003 or 2003-2004 season will be grandfathered at their step on the BA + 18 scale.
- B. Any AEA member coach grandfathered at step 6 or above on the BA + 18 scale will not advance above that step for any reason.
- C. Any AEA member coach below step 6 on the BA + 18 scale may only advance if they have successfully coached in that sport an equal number of years to the step for Addison community Schools.
- D. The Board will honor years of continuous coaching within Addison community Schools whether it was at the middle school or high school level. The continuous years must be within that defined area of coaching. Track, Cross Country, Football, Basketball, Cheerleading, Wrestling, Volleyball, golf, Softball, Baseball.

- E. Any new positions for AEA members who do not have continuous years of coaching in the defined sport in the last six (6) years for Addison community Schools will start at step 1 of the BA + 18 scale.
- F. Any coach on step 6 or above for the 2004-05 season may take up to a one-year leave without losing their grandfathered status. The leave request must be submitted in writing to the Superintendent before the start of the season. Any coach grandfathered at step 6 or above who takes more than one (1) year off will have the equal number of years reduced from their grandfathered status.
- G. All non-AEA members who coached the same sport and academic level for both the 2002-2003 and 2003-2004 seasons will be grandfathered at their 2002-2003 step on the BA step.
- H. All non-AEA members not grandfathered will be paid at step 1 of the BA schedule.

## **SCHEDULE D: Fringe Benefit Coverage**

A. The Addison Community Schools will make the following insurances available to each employee:

### *PLAN A*

#### MESSA Choices II

Riders Included: XVA2 (Adult immunization when deductible begins)

OV/UC/ER Copay: \$5/10/25

\$10/20 prescription drug card

#### LTD

66 2/3%

Max \$2,500

90 CDMF

#### Dental

Class I, II, III: 75%

Annual Max: \$1,000

Class IV: 75%

Lifetime Max: \$1,200

Riders included: 2 cleanings in twelve months

#### Life Insurance

\$25,000

#### AD & D

\$25,000

#### Vision

VSP 1

### *PLAN B*

LTD – Same as above

Dental – Same as above

Life, AD & D – Same as above

Vision – Same as above

Employees will have their choice of PLAN A or PLAN B as cited above.

Effective July 01, 2010, Choices II shall include a \$100/200 deductible and a ten dollar (\$10) office visit. The Board shall reimburse members five dollars (\$5) for each office visit. Members shall be responsible for five percent (5%) of the monthly premium.

Effective January 01, 2011, Choices II shall include a \$200/400 deductible and a ten dollar (\$10) office visit. The Board shall reimburse members for any amount over the \$100/200 deductible, not to exceed the maximum deductible of \$200/400. The Board's responsibility of reimbursing members five (\$5.00) dollars for each office visit ends on December 31, 2010. Members shall be responsible for five (5%) percent of the monthly premium.

Effective July 01, 2011 Choices II shall include a \$200/400 deductible and a ten (\$10.00) dollar office visit with no Board reimbursement for either the deductible or the office visit. Members shall be responsible for five (5%) percent of the monthly premium.

## B. Insurance Guidelines

Payments of such insurance shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin their duties, or as soon as the group accepts the enrollee. (Exception: employees starting after the enrollment period in September will have a waiting period of from 30 to 60 days before the insurance becomes effective, in accordance with the Board of Education group contract). Coverage will be provided on an annual basis in accordance with the Master Agreement. Restrictions to the Board's obligation for insurance are defined as:

1. Payments shall be made for a twelve (12) month period.
2. The insurance benefits provided in this Article shall begin when the employee has properly completed the necessary forms and actually begins employment.
3. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.
4. The Board's responsibilities shall not extend to the provision of benefits. The Board's responsibilities shall be limited to:
  - a. Timely paying of all premiums;
  - b. Complying with all requirements of the employer required by the carrier and/or underwriter.
5. Disputes between beneficiaries or employees and any insurance company shall not be subject to the Grievance Procedure established herein.
6. Where spouses are both employed by the Board, the Board shall not be obligated to provide dual medical insurance coverage. Those employees electing PLAN B shall receive a stipend of four-hundred and ninety-three (\$493.00) dollars per month.
7. The social security (7.65%) cost will be included in the total dollar commitment by the Board.
8. No additional carriers of tax sheltered annuities beyond those utilized prior to July 1, 1987 shall be recognized by the Board.

9. A teacher who elects TSA benefits in lieu of health insurance shall make all appropriate arrangements with the Board prior to October 1. In the event a teacher undergoes a change in benefit coverage during the school year, that employee shall be granted thirty (30) days to make necessary arrangements.

## 2009-10 SCHOOL CALENDAR

August 31	All Probationary Faculty
September 1	8:30 – 11:00 AM: Faculty Professional Development (Adrian College) 12:15 – 3:00 PM: Faculty Building Meetings (Using Data to Plan)
September 2	7:30 – 8:00 AM: District Breakfast / Kick-off 8:15 AM: Building Faculty Meetings Afternoon: Faculty Preparation (work in classrooms) Evening: Faculty “Meet the Teachers Night” 5:30 – 6:30 PM for Jr/Sr High, 6:00 – 7:00 PM for WGELC, PE
September 3	Faculty Workday
September 8	First Day of School for Students
October 30	AM: Student Instructional Half-day (8:10 am – 11:45 am) PM: Faculty Professional Development
November 12	AM: Student Instructional Half-day (8:10 am – 11:45 am) PM: Parent/Teacher Conferences – 1:00-4:00 pm & 5:00-8:00 pm
November 25	AM: Faculty Professional Development (No School for Students)
November 26 & 27	Thanksgiving – No School for Students/Faculty
December 9	Progress Reports
Dec 23 – Jan 1	Holiday – No School for Students/Faculty
January 4	School Resumes
January 18	Martin Luther King Day – No School for Students Faculty Professional Development (full day)
January 21	AM: Student Instructional Half-day – Exams (8:10 am – 11:45 am) PM: Faculty Workday
January 22	AM: Student Instructional Half-day – Exams (8:10 am – 11:45 am) PM: Faculty Workday End of Marking Period – First Semester

January 25	Start of Second Semester
February 12	Mid-winter Break – No School for Students Faculty Professional Development (full day)
February 15	Mid-winter Break – No School for Students/Faculty
February 19	Progress Reports
March 9-11	MME ACT/Plan Testing for 11 <sup>th</sup> Grade Students
March 17	Faculty Professional Development (full day)
March 23-25	Make-up for MME Testing for 11 <sup>th</sup> Grade Students
March 26	End of 3 <sup>rd</sup> Marking Period
March 31	Parent/Teacher Conferences 5:00 – 8:00 pm
April 1	Student/Faculty Instructional Half-day (8:10 am – 11:45 am)
April 2-9	Spring Break – No School for Students/Faculty
April 12	School Resumes
April 20	Faculty Professional Development (full day)
April 22	Kindergarten Registration/Visitation
April 30	Progress Reports
May 28	Last Day for Seniors
May 31	Memorial Day – No School for Students/Faculty
June 6	Graduation Day for Seniors
June 10	AM: Student Instructional Half-day – Exams (8:10 am – 12:15 pm) PM: Faculty Workday
June 11	AM: Student Instructional Half-day – Exams (8:10 am – 12:15 pm) PM: Faculty Workday

NOTE: Any make-up of student days and instructional hours will be no more than the state mandated student days and instructional hours needed to qualify for state aid without penalty and will start the week of June 14.



