

MASTER AGREEMENT

BETWEEN

**ALCONA COMMUNITY
SCHOOL DISTRICT**

AND

**ALCONA EDUCATION ASSOCIATION
MEA/NEA**

2012-2015



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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Alcona Education Association as the exclusive bargaining representative as defined in section 11 of Act 379, P.A. of 1965, as amended by Act 25, P.A. of 1973, for all certified teaching personnel and non-certified teachers employed pursuant to the Revised School Code employed by the Board under contract or on leave as hereinafter defined. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. If the parties cannot agree whether a position is supervisory, the issue will be resolved by the Michigan Employment Relations Commission. Such representation shall exclude: substitute teachers; superintendent; assistant superintendents; principals; assistant principals; Athletic Director (unless such duties are performed on a part-time basis by a member of the bargaining unit); directors of Title I programs, and adult, basic or community education programs (unless such duties are performed on a part-time basis by a member of the bargaining unit); business managers; any other positions which are supervisory within the meaning of the Michigan Public Employment Relations Act.

B. The term "Teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiation unit, as such representation is defined above. The term "Board" shall include its officers and agents. The term teacher, when used in reference to male teachers, shall include female teachers.

C. The Board agrees not to negotiate with any teacher's organization other than that designated as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended by Act 25, of P.A. 1973, for the duration of this Agreement.

ARTICLE II

DURATION OF AGREEMENT

A. This Agreement shall be effective as of the date of ratification by both parties and shall continue in effect through the thirtieth day of June, 2015. Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by the Board and the Association. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless extended for a specific period or periods by mutual agreement of the parties.

B. Copies of this Agreement shall be printed at the expense of the Board within 30 days after the Agreement is signed, and presented to all teachers now employed or hereafter employed by the Board. All school district personnel policies, and any changes in said policies, shall be distributed to the Association President within 10 days following formal adoption of such change by the Board.

C. This Agreement shall be binding upon both present and future Boards. In the event that this District shall be combined with one or more other districts, in the negotiations prior to such merger the Board will use its best efforts to assure the continued employment of its teachers in such consolidated district.

ARTICLE III

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation except as herein specified, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

B. It is understood by all parties to this contract that the management of the school system and the direction of the working forces are vested exclusively in the Board. It is further expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

ARTICLE IV

TEACHER AND ASSOCIATION RIGHTS

A. Pursuant to Act 379, P.A. of 1965, as amended by Act 25 of P.A. of 1973, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental powers under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to have a representative present at such adjustment.

C. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. This shall not be construed to sanction unauthorized absence for religious or political activities. Actions of any teacher that are private and personal are not within the appropriate concern or attention of the Board.

D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

E. All communications obtained by a teacher in confidence during the course of his professional duties which, if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said teacher who is willing to take legal responsibility for his actions, 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.

F. The Association and its members shall have the right to use school building facilities free of charge at all reasonable hours for meetings, provided such use does not interfere with educational functions for children or with other activities as permitted by the Board. General membership activities will require a building use form submitted to the District Office.

G. Duly elected representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided this does not interfere with nor interrupt normal school operations. Association representatives not affiliated with the Alcona Community Schools will not be allowed to conduct Association business when school is in session unless such representative has first reported his presence to the school office.

H. The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

I. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communications to teachers.

J. The Board agrees to make available to the Association in response to reasonable requests, available information concerning the financial resources of the District, including tentative budgetary requirements and allocations (with the understanding that such are tentative and therefore subject to change.)

K. The Association shall be given the opportunity to advise the Board on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, or any proposals for additional operating or building millage, which are proposed or under consideration, prior to their adoption and/or general publication.

L. School Improvement: The parties recognize that teachers can make a significant contribution to the improvement of the educational programs of the District through participation in the process of school improvement and site-based decision making. It is recognized that such participation promotes professional improvement and should be considered part of the professional responsibilities of each teacher. The parties thereby express their mutual desire that teachers will participate in such activities consistent with the professional objectives specified.

1. Participation of teachers in school improvement outside the contracted day is voluntary.
2. School improvement plans, goals, etc. that are to be implemented will be communicated to all teachers as soon as practicable.
3. In the event that any provision of a school improvement plan, or application thereof, violates, contradicts or is inconsistent with the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

4. School improvement committee decisions that require a deviation from the Collective Bargaining Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

M. Alcona Community Schools and the Association agree that mutual respect between and among administrators, teachers, co-workers, supervisors, and support staff is integral to the efficient conduct of the school district's business. Treating others politely and courteously is the expectation of all staff in their interactions with each other. Should staff members find themselves in conflicting situations, they should seek the counsel of an administrator, supervisor, Association representative, or other impartial third party in order to preserve the professional integrity of the Alcona Community Schools' workplace. If such counsel should not be effective in resolving the disagreement, the individuals will be encouraged to seek assistance through Community Mediation Services. The cost of these services will be shared equally by the individuals involved.

ARTICLE V

PROFESSIONAL COMPENSATION

A. The salaries of certified teachers covered by this Agreement are as set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term indicated on such Schedule A. Non-certified teachers will be paid at eighty-five (85) percent of the BA base salary.

B. The salary schedule is based upon the regular school calendar as set forth in Schedule B and the Appendix which is attached to and incorporated in this Agreement, and on the normal teaching assignment as defined in this Agreement. For teaching assignments in excess of the regular school calendar, teachers will be compensated at their regular daily rate of pay as defined in this Agreement, except for days rescheduled to meet the minimum number of days/hours in session required by state law, if any, as outlined elsewhere in this Agreement. For teaching assignments in excess of the normal teaching load, teachers will be compensated at the rate of one-fifth (1/5th) their salary as determined by Schedule A for each additional class taught. In the event such excess teaching assignment is for less than the normal school year under Schedule B, the compensation for such excess assignment shall be prorated. It is mutually agreed and understood that the acceptance of an additional teaching assignment by a full-time teacher within this section will not accrue additional contractual preparation compensation.

C. Any teacher providing classroom instruction outside the regular school day, as defined in this Agreement, shall be compensated at the rate of $0.0008 \times \text{BA } 0$. This additional rate shall also be paid to any teacher who substitutes during his preparation period, or who assumes the responsibility for an additional class or individual during one of his assigned class periods.

D. Teachers involved in voluntary extra-curricular duty assignments as set forth in Schedule C of this Agreement shall be compensated in accordance with the provisions of that Schedule which is attached to and incorporated in this Agreement.

E. The Board agrees to continue its practice of providing car allowances for those teachers who, in the daily discharge of their teaching duties are required to drive personal automobiles from one school building to another, shall receive a car allowance at the current IRS rate. The Board also agrees to continue its practice of providing transportation or an acceptable substitute therefore to those teachers whose satisfactory performance of their duties, curricular or extra-curricular, require travel outside the district.

F. The salary of an employee shall begin at the time he reports for duty or date of contract. The salary shall be paid bi-weekly on such calendar dates as are established by the Board. The Board will spread contractual salaries in such a manner that full payment of earned salary will be completed by June 30, or by August 31 at the option of

the individual teacher. The period of salary payment spread shall be elected by each teacher prior to the close of the first pay period of the school year.

G. In recognition of service to the school district, a terminal leave payment for unused sick days shall be paid to the teacher, having at least ten (10) years service within the district. Payments shall be made as a non-elective employer contribution and be paid directly by the District into the eligible MEA Financial Service Employees' 403b Annuity contracts in the first regular pay date of the subsequent July or subsequent January. If the date of payment is not specified by the teacher, payment will be made the first subsequent date from among the two alternative dates outlined above. Such payment shall be computed by multiplying one-fourth (1/4) the number of unused sick days by the teacher's daily rate of pay.

H. In the case of a teacher's (teacher having ten (10) years service within the district) death, one-fourth (1/4) of the teacher's unused sick leave will be paid in a lump sum to the survivor named by that teacher. Such payment shall be computed by multiplying the applicable number of unused sick days by the teacher's daily rate of pay at the time of death.

I. A teacher's daily rate of pay shall be computed by dividing the total of the teacher's base salary for the contractual year in which the computation is made by 182 days. For the purposes of Sections G and H above, such computation shall be made on the basis of the school calendar year in which separation or death occurs or for the immediately preceding school calendar year if death or separation occurs during the summer months.

J. Extra-curricular duty pay will be paid in full at the conclusion of each assignment. In the case of a teacher's death or separation, the Board and the Association agree to meet to determine the amount of extra duty work completed by said teacher, and payment will be made on their findings.

K. In each year of this agreement, a \$500 off schedule salary payment will be paid to each teacher beginning with the 2012-2013 school year to be applied to a tax sheltered annuity or to offset the teacher's premium insurance contribution obligation through a Section 125 Plan. Each member will also receive a \$250 off schedule salary payment upon the ratification of the 2012-15 agreement and at the start of each school year. This \$250 off schedule payment may be included in the member's payroll, applied to the member's tax sheltered annuity or used to further offset the teacher's premium insurance contribution obligation.

A member may include his \$500 off schedule payment and further payroll deduct an amount up to their specified limits into an individual tax sheltered annuity. The Board agrees to the terms of the employee's annuity deduction per the terms of the employee's deduction agreement. The employee also has the option of reducing his premium insurance contribution obligation by transferring this \$500 payment into his section 125 account per the terms of his insurance deduction agreement.

L. Per diem compensation of teachers shall be calculated by dividing the individual's current contracted amount by 182 days. Increased instructional time added to the school day will be computed as above using the teacher's hourly rate based on a six (6) hour day.

ARTICLE VI

FINANCIAL AUTHORIZATIONS AND RESPONSIBILITY

A. AGENCY SHOP

1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. The deduction of such authorized amount shall be made in twenty (20) equal amounts from the first twenty (20) salary payments of the authorizing teacher beginning in September of each year. In the event such authorization is revoked at any time the teacher shall within thirty (30) days, pay in one lump sum to the Association that portion permitted by law of the amount remaining to be deducted. The Board agrees to remit promptly to the respective Association all monies so deducted, accompanied by a list of teachers from whom such deductions have been made.
2. Pursuant to *Chicago Teachers Union v Hudson*, 106.S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereof, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the

procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues, assessments and contributions spread over twenty (20) pays from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

4. With respect to all sums deducted by the Board pursuant to authorization of the employee, for membership dues, the Board agrees to remit the monies to the Association Membership Chair along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee. The Association agrees to advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provisions of this article.
5. 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, or any other plans or programs jointly approved by the Association and the Board. It is further agreed that no new annuity program or other program deferring compensation shall be added to the list of approved programs beyond those approved as of July 1, 1992, unless said program enrolls at least five (5) employees of the District as participants.
6. On or before the tenth day of each month the Board shall deliver to each teacher an itemized statement of all expenditures made by the Board during the preceding calendar month to the benefit of the teacher based upon salary deductions or upon contributions by the Board for insurance, retirement, or any other purpose.
7. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this article. For all purposes of this provision, the term "employer" shall include the Alcona Community School District, its Board of Education, its past and present individual Board members and administrative employees.

C. This Article shall be effective, retroactively if necessary, to the effective date of the Agreement as set forth in Article II hereof, and all sums payable hereunder shall be determined from said date.

ARTICLE VII

TEACHING HOURS

A. A teacher's normal teaching hours shall be those which require his presence at his place of duty at a specified time prior to the start of the regular school day and his remaining on the premises for a specified period of time. The regular school day for any given school building shall be the period of time commencing with the start of the first class period scheduled for the majority of the students within that building and ending with the last class period so scheduled.

B. In all cases the starting time for teachers in each individual school shall be not less than ten (10) minutes prior to the student starting time in that school and the departure time for teacher shall not be less than ten (10) minutes after the student departure time. Building staff and administration may mutually agree* to variation of the aforementioned ten (10) minutes. All full time teachers will maintain a work day required to receive full student state aid funding as determined by the mutually agreed upon school calendar and state law. The parties recognize and agree that flexibility in scheduling is important in the delivery of educational programs. If it is mutually agreeable between an individual staff member and the building principal, alternative starting and departure times may be established.

C. The teaching load will be such that teachers will have adequate time to perform their duties effectively. The teacher-student contact time per day is determined by the total number of hours and days required by the state for full per pupil funding. Because of the nature of their assignment, counselors will not be assigned preparation periods. Included within teacher/student contact time, teachers will be scheduled for no less than two hundred seventy-five (275) minutes of preparation per week with a minimum of thirty (30) minutes per day. Teachers may, unless otherwise directed by the administrator, use for preparation all time during which their entire classes are receiving instruction from various teaching specialists. It is understood by the parties that the primary uses of preparation time shall be for student and parent conferences, grading of student work, lesson preparations, research and related educational activities. Reduction of preparation time may be negotiated for the 2013-14 school year as a way to provide the District with economic relief.

D. Also included in the above teacher/student contact time, all teachers shall have a 35 minute duty free lunch period except in emergency situations such as tornado warnings, fires, and serious accidents. Parents or administrative conferences with teachers will not be scheduled during such lunch periods. When a teacher's continuous contact time with students exceeds a two (2) hour block, other teachers may provide coverage so the teacher will be allowed a break of five minutes.

E. When a teacher is not on school grounds and on field trips, class trips, etc. approved by the school administration which might relieve a teacher of his or her normal assignment, it will be the responsibility of the administration to provide substitute teachers, if deemed necessary, to maintain the normal class day of that teacher.

However, the teacher will not be provided with his regular preparation or duty free lunch time due to the additional student supervisory duties that come with such off campus activities.

F. A teacher who is engaged during the school day in professional negotiation or grievance procedures scheduled by mutual consent of the Board and Association shall be released from regular duties without loss of pay or other penalty. The Association President or his designee shall be released from regular duties once per month for the purpose of meeting as provided in Article XVI, Section E, of this Agreement and other non-personal business benefiting the district as a whole.

G. Teachers shall be required to attend all In-Service Professional Growth meetings. An In-Service Professional Growth Committee composed of the Association President, one elementary teacher representative, one secondary school teacher representative, the secondary school administrator, and the elementary administrator shall be established for the purpose of planning and implementing In-Service Professional Growth programs. Other building staff meetings shall be limited to one per month with a written notification of at least five (5) school days except in emergency situations.

H. No departure from the provisions of this Article, except in case of emergency, shall be made without the mutual consent of the Board and Association.

I. In the event time needs to be rescheduled in order to comply with state law and regulations, including laws and regulations dealing with required days and hours of student instruction, or for the school district to receive full state aid, the Board may, in its discretion, reschedule such days/hours. Teachers will receive their regular pay for days/hours which are canceled but shall work on any rescheduled days with no additional compensation. The Board and Association shall meet to mutually determine those make-up days.

*Indicates a simple majority of the staff in the building and the administration concur.

ARTICLE VIII

TEACHING CONDITIONS

A. The number of teachers employed by the school district shall be adequate to provide effective instruction, direction of extra classroom activities, counseling, and other educational services.

B. To ensure that high quality education is the goal of the Association, the administration, and the Board, it is acknowledged that the primary duty and responsibility of the members of the Association is to teach, and that the organization of the school and the school day should be directed to ensuring that the energy of the members of the Association is primarily utilized to this end.

The Board of Education realizes that the pupil-teacher ratio is important to the academic success of the school system. The Board of Education also recognizes that this ratio can fluctuate depending upon size of the classroom, teacher aide time, time for preparation, etc.

Subject to future negotiations between the parties, the following shall be established as the optimum class sizes to maintain a suitable pupil-teacher ratio in the district. Exceptions to these numbers will be classes supported through class size reduction grants or other such funding:

<u>OPTIMUM CLASS SIZES</u>	
Kindergarten through 3	25:1
Elem. Grades 4 through 6	28:1
Secondary classes 7 through 12:	30:1
Music	40:1
Physical Education	40:1

Implementation of the ratios in Paragraph 3 shall be subject to periodic review by the Association President, and/or designee, and the Superintendent, and/or designee.

C. In the event that an elementary classroom will consist of split classes, the following guidelines will apply. Recognizing that split classes mean additional preparation, the Board and Association agree that every effort will be made to ensure that split class(es) will be composed of students who will be appropriately placed as determined by former teachers, receiving teachers and the building principal.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time at the request of either party for the purpose of improving the selection and use of such educational tools, and the Board shall implement all joint decisions thereon made by its representatives and the Association when funds become available. Because of the critical importance of

such educational tools, the Board agrees to maintain a reasonable degree of consistency from year to year in the amounts expended per grade, class, or department for such materials, the amounts to be expressed as a per-pupil percentage of the total annual budget.

E. The Board shall attempt, whenever possible, to make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use.

F. Telephone facilities shall be made available for teachers for their reasonable use.

G. The Board shall provide adequate parking facilities for teacher use.

H. When pupil-teacher ratios within a grade level must exceed the optimum standards established in Section B of this Article, students shall be equally distributed among the teachers assigned to that grade level without regard to race, color, creed, or religious affiliation. Such equal distribution shall be accomplished prior to the official state count date if possible.

I. Student Growth Data: Upon receipt of reports or other related information from the Michigan Department of Education on student growth data derived from performance on state assessments which assigns each student to the various teachers in a building, each teacher will be provided adequate opportunity to review the data for accuracy of the roster of students listed prior to any use of the information by the District. Should a discrepancy be noted, the teacher shall have the right to provide reasons for the exclusion of the student information as part of the student growth data used in the District.

ARTICLE IX

VACANCIES, PROMOTIONS, TRANSFERS, RETIREMENT AND JOB SHARING

A. A position within the system shall be considered as vacant when the employee holding the position has resigned or retired, is discharged, demoted, promoted, transferred, on extended leaves of one (1) year or more in duration or when it is a newly created position. A position shall not be considered as vacant when such vacancy is caused by a reduction in the total teaching or administrative staff.

B. Any teacher may apply for any position within the system at any time it appears such position may become vacant. Such applications shall be in writing, addressed to the Superintendent. Such applications shall be considered by the Board should such vacancy occur at any time during the calendar year. All applicants shall be notified of the selection made by the Board within fifteen (15) days after such decision is made. A bargaining member hired as a special education teacher will not be allowed to transfer to a regular education classroom for the initial five (5) years of employment. A bargaining unit member hired as a special education teacher without special education certification will remain in that position until such time they successfully acquire special education certification and complete the aforementioned five (5) years.

C. In filling promotional vacancies to administrative positions the Board may consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school system as well as of applicants from outside the school system. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

D. Teaching positions held by specially certified and uncertified persons and vacancies in any teaching or administrative position shall be publicized by the Board by preparing written notice of such positions and/or vacancies, and of the qualifications required, and providing a copy of such notice to the Association President. Such notice shall be delivered to the Association not less than three working days prior to the appearance of any other type of public notice by the Board other than to college placement bulletins.

E. The general procedure for filling vacancies will begin with applicants from within the current teaching staff. The Board reserves the right to fill such vacancies from outside the system if, in the opinion of the Board, no applicant from within the system can satisfactorily fill the vacancy or no applications are received from within the system.

F. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the system without undue disruption of the existing educational program. The Board has the right to fill such positions in the most expedient manner until the end of the current school year, at which time the position

may be considered vacant, and, if deemed vacant by the Board, the position shall be posted.

G. Whenever vacancies occur from June 1 to the staff starting date, the following procedure in addition to the procedures heretofore outlined, shall be followed:

1. Teachers with specific interest in possible vacancies shall notify the Superintendent and/or his designee of their interest in writing, using Schedule H, no later than June 1 of the school year.
2. Should a vacancy occur, those teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent and/or his designee and notified of the vacancy by the method checked on Schedule H.
3. The teachers so notified shall have the responsibility of contacting the Superintendent and/or his designee in writing indicating their interest in said position within five (5) days of the letter mailing date or receipt of notification for email for their application to be considered.
4. Applications so confirmed shall be treated as though they had been filed as provided in Sec. B above.

H. Teachers will be assigned within the scope of their teaching certificates to a position for which they are certified and qualified.

I. The parties recognize that changes in grade assignments in the elementary school, changes in subject assignments in the secondary school grades, and transfers between schools may be advisable. When such transfers or changes are made, the procedure hereafter outlined shall be followed:

1. Teachers will be given notice in writing by his/her immediate supervisor of their tentative assignment for the coming school year no later than June 30.
2. A teacher may volunteer to transfer or change assignments and such requests may be granted by the Board. If a teacher objects to a change in assignment, he/she should submit objections in writing to the immediate supervisor within three (3) business days of assignment notification (see I, Paragraph 1. above) and the following procedure will be followed:
 - a. The immediate supervisor will meet with the teacher and the AEA Building Representative within three (3) business days of the written objection.
 - b. If a teacher is reassigned, he/she will meet with the principal to discuss reasonable support and inservice that may be mutually agreeable to the teacher and the principal. The immediate supervisor will submit such assistance for consideration by the Superintendent and the Board.

- c. If a reassignment is made, the convenience and wishes of the teacher so assigned or transferred regarding working conditions may be honored to the extent that these do not conflict with instructional requirements and the best interest of pupils.

J. Job Sharing

Employment conditions for participants in the Job Sharing Program are as follows:

1. The Job Sharing Agreement will be for a contractual year (as noted below). In order to continue in the program, the employee(s) must reapply for the next contractual year.
2. The employee reserves the right to return to full-time service the following year.
3. The District and the employee(s) shall establish the daily work schedule.
4. Reimbursement shall consist of the prorated payment of salary, retirement and insurance premiums. Proration of salary and benefits shall be at the same fraction as that worked.
5. The District, the employee(s) participating in job sharing, and the Association President shall sign the agreement as provided in Schedule F.

K. The Board shall contribute to the Public Schools Employees Retirement System only those amounts it is required to contribute by law. In the event a teacher desires to make a contribution to the Member Investment Plan Fund created by 1985 P.A. 91, the Board will make the contribution on behalf of the teacher by making a reduction in the teacher's salary in an amount equal to the teacher's contribution.

ARTICLE X

REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

A. The parties recognize that education, curriculum and staff to a large part depend upon the resources available to the Board as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum and staff. Therefore, it is hereby recognized that it is within the discretion of the Board to reduce the educational program and curriculum. Further, in order to promote an orderly reduction of personnel when the educational program and curriculum are curtailed it is agreed that in the event a reduction in personnel shall become necessary, the Board may lay off teachers with valid contracts during the school year according to its policy and procedures.

B. The Board of Education may reassign teaching duties as needed, in the opinion of the Board, to retain the most effective teachers. However, teachers will not be assigned outside of the scope of their teaching certificate.

C. An extended leave of absence without pay may be granted to any and all teachers affected by a reduction in teaching personnel upon written application. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. Provided such leave will avoid a layoff, a teacher may elect to take and may be granted by the Board of Education a leave of absence during the staff reduction irrespective of his position on the seniority list.

1. During said extended leave of absence such teacher's seniority shall remain unbroken despite such leave, and his accumulated illness and disability leave shall not be canceled but shall remain credited to him.
2. The Board of Education may permit any teacher who would have qualified for retirement during the reduction year to teach that year so as to acquire needed service.
3. The fact that a teacher is placed on extended leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the school district he shall assume the step position on the salary schedule based upon his years' experience at the time of layoff plus any educational advancement and/or credentials that may have been earned or completed during layoff.

D. Voluntary teacher reassignments may be made by the Board of Education to adapt vacancies to the certification and qualifications of laid off teachers. A laid off teacher who either accepts or refuses temporary employment which is not a vacancy, as defined in Article IX, Section A of this Agreement, shall not lose any seniority or recall rights under this Article or Board policy by virtue of such acceptance or refusal.

E. The Board will provide a recall list at any time any teachers are on lay off, and one copy of this list and all amendments thereto will be transmitted to the Association President. It is understood that teachers may expand their certifications and/or qualifications while on lay off in order to qualify for more openings. Changes in a teacher's certification or qualification status will take effect immediately upon receipt in the Superintendent's office of proof of such changes.

F. A teacher's name will remain on the recall list for four (4) years from the date of layoff.

G. The Board shall give written notice of recall from layoff by letter to the teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher, unless the teacher can show adequate proof of change of address notification to the Board which has not been entered in the Board's records. Failure of a teacher to reply in writing within ten (10) calendar days from notice of recall by the Board shall be considered as a voluntary quit, and will thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.

H. Definitions:

1. Seniority is defined as total length of continuous service within the district, including credit for leaves of absence during which seniority accrues, or layoff periods, computed from the first calendar day of the school year as specified in Schedule B; or in the case of a teacher whose employment begins after the first calendar day of the school year, from the first assigned working day during the school year as specified in Schedule B of this Agreement. Relative seniority of teachers having identical seniority will be as determined by a lottery conducted by the Board held at the time and place mutually agreed upon by the Board and Association.
2. Non-certificated teachers employed pursuant to the Revised School Code will not accrue seniority until such time said teacher becomes certified.
3. Certified is defined as holding a Michigan continuing, provisional, professional, or permanent teaching certificate applicable to specific grade levels and/or teaching areas.
4. Qualified is defined as state endorsed and authorized to teach a particular subject area, grade, or discipline; elementary certification means the qualification of teaching all grades K-6 except programs requiring specialized training; and "highly qualified" is as defined by the Michigan Department of Education where applicable to the position.

I. The Board will issue a seniority list yearly of all teachers in the District that includes a separate list of non-certified teachers hired by the District. This list shall be prepared within thirty (30) days after teachers report to work. One copy of this list will be transmitted to the Association President. Objections to such seniority list shall be made in writing by the Association within thirty days (30) of the date the list is transmitted to the Association President.

J. Teachers shall keep their certification records current. It shall be the teacher's responsibility to submit credentials affecting certification to the office of the Superintendent.

K. In the event that a teacher separates from district employment, all seniority rights are terminated as of the date of separation.

L. It is expressly understood and agreed that seniority, and the rights and privileges thereof under the terms of this Agreement, apply and accrue exclusively to members of the bargaining unit, as defined in Article I, Section A of this Agreement.

ARTICLE XI

LEAVES OF ABSENCE

A. Illness and Disability Leave:

Upon employment, a teacher shall receive a bank of twenty-four (24) days of leave, to be used as necessary during the first two (2) years of employment in the Alcona Community Schools. Commencing with the third year, additional leave days will be granted at the rate of twelve (12) days per year at the beginning of each school year. The unused portion of such leave is cumulative from year to year, but shall not accumulate to exceed one hundred eighty (180) days. The leave days so granted may be used by a teacher for the following reasons and subject to the following conditions:

1. Personal illness or disability -- The teacher may use all or any portion of his or her leave to recover from his or her own illness or disability, which shall include, in part, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, without exception.

A teacher may use any portion of this leave for an illness or short term medical needs of the teacher's immediate family.

2. If a teacher leaves the school system at the conclusion of one (1) year, leave taken in excess of twelve (12) days, provided the excess has not been replenished by the leave bank, is to be deducted from the final salary payment, based upon the teacher's daily rate of pay.
3. A common leave bank is hereby established. Any certified teacher, to be eligible for use of said bank, shall donate a minimum of three (3) days of personal illness or disability leave to said bank. To remain in said bank after the initial donation of leave days, each eligible teacher must donate at least one leave day per school year until such time as the Executive Committee of the Association, which shall administer said bank, determines that said bank contains an adequate balance of leave days. Future replenishment of the bank balance shall be at the discretion of the Executive Committee of the Association, and shall be accomplished by requiring additional donations of leave days from eligible teachers to maintain their eligibility, provided however, that such additional donation requirements shall not discriminate among eligible teachers, but shall require equal donations from all eligible teachers. Any eligible teacher whose personal illness or disability extends beyond the compensation period provided to him or her personally under Section A above may draw upon said bank for a period not to exceed forty-five (45) additional leave days, under such regulations as may be established from time to time by the Executive Committee of the Association.

4. The parties agree that abuse of personal illness and disability leave policy as set forth above, may subject a teacher to disciplinary action, up to and including discharge. The District may, at its discretion, request a statement from a licensed medical professional, to verify that the teacher should be excused from the workplace for medical reasons.
5. Absence due to injury or illness incurred in the discharge of a teacher's duties will be covered by the Workers' Compensation Act. Such absence shall not be charged against the teacher's illness and disability leave days, except when the teacher elects to have a prorated charge made against illness and disability days to make up the difference between his salary and any benefits received by him under the Workers' Compensation Act. The District's obligation to the teacher for compensation shall end when illness and disability days are exhausted.

B. Temporary Leave:

1. At the beginning of every school year each teacher shall be credited with three (3) days leave to be used for the teacher's personal business. A teacher planning to use a personal leave day or days shall notify his principal or supervisor at least 24 hours in advance, except in cases of emergency. Personal business leave days are not intended for the day preceding or following a holiday or recess, nor for the first or last days of the school year. Unused personal leave days will be added to the teacher's personal illness days at the end of the school year. The combined total unused personal illness days and unused personal leave days shall not accumulate to exceed one hundred eighty (180) days.
2. Emergency leave, not to exceed five (5) days per occurrence and ten (10) days per school year, shall be granted by the immediate supervisor for any of the following reasons--death or critical illness in the certified teacher's immediate family; required appearance in court of law involving no moral turpitude on the part of the teacher. The certified teacher's immediate family shall be considered as grandparents, mother, father, spouse, child, sister, brother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or any other members of the family unit living in the same household, no matter what the degree of relationship. The use of such days for death or critical illness purposes shall be deductible from personal illness or disability leave beginning with the sixth day. Emergency leave shall also be granted for attendance at the funeral of a person other than immediate family and such use shall be limited to one day per death and shall be deductible from illness and disability leave.
3. A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement for expenses) for each day on which the

teacher reports for or performs jury duty on which he otherwise would have been scheduled to work.

4. A leave of absence with pay shall be granted to any teacher who is required by law to appear in any legal proceedings connected with the teacher's employment with the school system, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who is asked to testify in any arbitration fact-finding procedure.
5. The Board shall encourage teachers to actively participate in meetings of professional organizations of an educational nature, and shall grant leaves for this purpose. The number of teachers to be allowed leave for this purpose at any one time shall be within the discretion of the administration. The payment of teachers' expenses incurred in attendance and of the salary of substitutes shall be carried in the budget as an in-service educational expense item.
6. Members of the Association shall be released to attend Association related activities without loss of pay, provided a qualified substitute teacher can be obtained. This released time shall be limited to a total of ten (10) days per school year to be distributed among the staff at the discretion of the Association. If the total of ten (10) days is exceeded, the Association shall pay for the substitutes required.
7. Involuntary absence of a teacher due to an act of God, including but not limited to snowstorm, tornado, or flood, shall not be charged against any teacher's personal illness and disability leave or personal business leave. This should not be construed to mean that a teacher will not be required to provide the circumstances and advance notice (if possible) of such absence.
8. Personal Use Days (PUD) shall be available to teachers in accordance with the following condition:
 - a. Personal use days shall be available to teachers at a ratio of one (1) day for every block of five (5) days of unused sick leave accumulated in excess of 180 days. Thereafter, personal use days shall be available to teachers at the beginning of the school year at a rate of two-tenths (.2) day for every day of unused sick days accumulated in excess of 180 days, based on unused sick days remaining at the end of the previous year.
 - b. Such days will accumulate to a total of six (6) days, with no more than three (3) days to be used in one school year. Days must be used in full-day increments. Unused Personal Use Days will not be computed as part of the teacher's accumulated sick leave.
 - c. The teacher must notify the building supervisor (or his/her designated person) in writing of intent to use Personal Use Days with such

notification received and acknowledged by the building supervisor at least 48 hours in advance.

- d. Such leave shall not be granted the first or last day of the school year or on scheduled parent-teacher conference days.
- e. No more than four (4) teachers may utilize such leave on any given day. Personal Leave Days will be granted on a "first come" basis; with requests accepted beginning with the first work day for teachers of the school year. All requests received during regular working hours on a day shall be considered as equal in determining "first come" status. In the event that more than four teachers request the same Personal Use Day(s), a lottery will be the means of determination; and, in the event that more than four teachers make requests for Personal Use Day(s) for like day(s) in a subsequent year, the unsuccessful bidders for Personal Use Day(s) from the previous year will be given priority over those who "won" such lottery the previous year.

C. Extended Leave:

Unless otherwise indicated, the following terms and conditions shall apply to extended leaves of absence by certified teachers:

- 1. Application for extended leave shall be made in writing to the Superintendent (shall not apply to extended leaves created by layoff or administrative leaves).
- 2. Eligibility for extended leave shall be based upon a minimum of three (3) years of continuous employment with the district (shall not apply to extended leaves created by layoff or administrative leaves).
- 3. Extended leaves shall be limited to one (1) year unless otherwise indicated, further extensions to be made at the will of the Board (shall not apply to extended leaves created by layoff or administrative leaves).
- 4. Unless otherwise indicated, there shall be no compensation paid to or insurance premiums paid for the teacher during any extended leave.
- 5. Unless otherwise indicated, seniority shall not accrue to the teacher during any extended leave.
- 6. Upon return from any extended leave the teacher shall be placed at the same position on the salary scale as when the leave commenced, except for educational advancement and/or credentials that may have been earned or completed during the extended leave.
- 7. Illness and disability leave days shall not accrue, but unused days held at the start of the leave shall be reinstated upon the teacher's return (shall not apply to extended leaves created by administrative leaves).

8. Unless otherwise indicated, written notice of intent either to return to the school system or resign shall be given to the Superintendent not less than sixty (60) days prior to the close of school in the year in which the leave expires (shall not apply to extended leaves created by layoff or administrative leaves).
9. Unless the position or assignment in which a teacher returning from extended leave is to be placed is otherwise indicated, such condition of reinstatement shall be determined by the Board upon recommendation of the Superintendent.
10. The teacher's application for leave may be withdrawn without prejudice, providing such withdrawal is made within ten (10) days following notice of such Board determination.
 - a. Personal Leave -- A teacher may be granted a leave of absence for personal reasons provided the granting of such leave is not harmful in any way to the program of the school. During such leave neither seniority nor salary placement shall accrue.
 - b. Teaching Leave -- A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries, foreign or military teaching programs, the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to his professional responsibilities, provided said teacher states in writing his intention to return to the school system at the termination of his leave. The teacher shall be employed for the first vacant position for which he is certified and highly qualified which becomes available.
 - c. Study Leave -- A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university in a program reasonably related to his professional responsibilities. A teacher returning from study leave shall be restored to a vacant position for which he is certified and highly qualified.
 - d. Military Leave -- A military leave of absence shall be granted to any teacher who shall be inducted or enlisted in any branch of the armed forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States or the State of Michigan. Neither seniority nor salary placement shall accrue after the end of the first enlistment period or four (4) years, whichever period of time shall be the lesser, unless otherwise required by law.

- e. Public Office Leave -- A teacher will be granted a one (1) year leave prior to the beginning or at the conclusion of the school year to campaign for himself or to serve in a public office unless otherwise required by law. Such leave shall be automatically extended for one (1) year if the teacher is serving in public office at the expiration of the initial leave. Neither seniority nor salary placement shall accrue during such leave.
- f. Professional Leave -- A leave of absence shall be granted to a teacher, upon application, for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. It is agreed that such leave is for the professional improvement of the teacher, and that upon return from such leave he shall be reinstated to the first vacant position for which he is certified and highly qualified.
- g. Sabbatical Leave -- Any teacher who has been employed by the Board for seven (7) consecutive years may be granted a sabbatical leave of up to one year for teaching improvement. It is agreed that teacher improvement includes, but is not limited to: attending a college, university, or other educational institution to pursue an approved credit or graduate degree program; travel which will improve the teacher's educational background and ability to teach. The Board shall not be held liable for death or any injuries sustained by any teacher while on sabbatical leave. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Michigan Public Schools Employees Retirement Board. A teacher returning from sabbatical leave shall be restored to the first vacant position for which he is certified and highly qualified. Not more than one (1) teacher shall be granted such leave during any school year. A committee of teachers appointed by the Association will review applications submitted for a given year to examine the goals and objectives of the applicants. Applications for sabbatical leave shall be submitted to the Association prior to the end of the first semester. The Association shall make recommendations to the Superintendent of those to be granted leave prior to March 1, and the Association shall be notified of approval or disapproval by the Superintendent prior to March 15.
- h. Family Care Leave -- A leave of absence shall be granted upon application to any teacher for the purpose of caring for a child, spouse, or parent who has become ill or disabled. Normally such leave shall commence only at the beginning of a semester. However, in emergency situations, such as a seriously or terminally ill family member, such leave shall commence at the request of the teacher. The initial leave period shall be for the balance of the semester in which the leave was granted, if applicable, plus two (2) consecutive semesters excluding any summer semester. Continuation of insurance benefits will be provided

for the teacher during the initial leave period, but insurance coverage during any extension period shall be the responsibility of the teacher. Such leave shall terminate at the end of the semester during which the teacher makes request for such termination. For seniority and salary placement purposes, the teacher shall be given credit, if applicable, for the full semester during which such leave was granted. During the balance of any such leave neither seniority nor salary placement shall be either increased or decreased. Upon return from such leave, provided the teacher's certification has been properly maintained during such leave period, the teacher shall be returned to his or her former position, or to a position for which he or she is certified and highly qualified.

- i. Child Care Leave -- A leave of absence shall be granted upon application to any teacher for the purpose of caring for a newly born or adopted child, or caring for an older child who is neither disabled nor suffering from any chronic illness of a serious nature. Such leave shall normally commence only at the beginning of a semester, except that a teacher may commence such leave at any time after the birth or adoption of the child that he/she is physically able to adequately perform their teaching responsibilities. The initial leave period shall be for the balance of the semester in which leave was granted, if applicable, plus two (2) consecutive semesters excluding any summer semester. Continuation of insurance benefits will be provided for the teacher only until the start of the second full semester of the initial leave period. Insurance coverage during the balance of the initial leave period and any extension thereto shall be the responsibility of the teacher. Such leave shall terminate at the end of the semester during which the teacher makes request for such termination. For seniority and salary placement purposes, the teacher shall be given credit, if applicable, for the full semester during which such leave was granted. During the balance of any such leave neither salary nor seniority placement shall be either increased or decreased. Upon return from such leave, provided the teacher's certification has been properly maintained during such leave period, the teacher shall be returned to his or her former position, or to a position for which he or she is certified and highly qualified.
- j. Health Leave -- Any teacher whose personal illness or disability extends beyond the compensation period provided in Section A of this Article shall be granted a leave of absence for up to one (1) year, upon provision of a doctor's certificate from a certified medical professional attesting to a valid medical condition or disability which prevents the teacher from performing his/her teaching duties. Said certificate shall be submitted to the Superintendent. Prior to his return to duty, the teacher shall submit to the Superintendent a doctor's certificate attesting to his recovery enabling him to satisfactorily perform his

teaching duties. Following submission of said certificate the teacher shall, no later than the start of the ensuing school year, be reinstated to his former position or to a current or existing position for which he is certified and highly qualified. The Board agrees to continue to provide all insurance benefits provided for a period of six (6) months maximum.

- k. Administrative Leave -- Administrators currently serving within the district and currently holding tenure status and seniority within the district as a teacher, may at their own election, return to the classroom within the bargaining unit. Seniority will not accrue as a result of administrative experience or Administrative Leave. However, upon the election of the Board, full experience credit including illness or disability leave may be granted for placement on the master salary schedule.

A teacher on Administrative Leave, or those described in the previous paragraph, upon return from Administrative Leave shall be restored to the first vacant teaching position for which he/she is certified and qualified. Illness and disability shall accrue during such leave.

Both parties agree that it shall be the responsibility of any teacher placed on Administrative Leave to stay current with educational trends, curriculum improvements, and or technologies as they relate to his assignment. Evidence of appropriate advanced study and/or professional development may be required for reinstatement for leaves that extend beyond three (3) years. The Board may, to ensure the integrity of the educational program, require an appropriate program of professional development during the first two (2) years after reinstatement, the cost of which shall be borne by the employee.

ARTICLE XII

IMPROVEMENT OF INSTRUCTION

A. The teacher evaluation process will be covered by Board Policy 3131. Any changes in this policy will be given to the Association President in accordance with Article XX, Miscellaneous Provisions, Subsection K.

B. Teacher responsibilities:

1. Each teacher shall be apprised in specific terms of the teacher's responsibilities.
2. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the teacher is to improve, and of assistance that is to be given by the administrator and other staff members. In subsequent reports, failure to again note such unacceptable work shall be interpreted to mean that adequate improvement has taken place.
3. A teacher who disagrees with an administrator's recommendation, upon receiving the written report, may within ten (10) school days, submit a written answer which shall be attached to the file copy of the report in question and/or submit any complaints through the grievance procedure.

C. Evaluation form and rating:

1. The Board will provide the evaluation form to each teacher no later than two (2) weeks following the beginning of the school year.
2. Teachers will receive their final written evaluation report and rating no later than May 30 of each school year.

ARTICLE XIII

DISCIPLINE OF TEACHERS

- A. Teacher discipline will be covered by Board Policy 3139. Any changes in Board policy or procedures will be given to the Association President in accordance with Article XX, Miscellaneous Provisions, Subsection K. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) for a reason that is arbitrary and capricious. Noncertified teachers shall be disciplined with just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis of disciplinary action will be made available to the teacher in writing.
- B. Any teacher shall be entitled to have present a representative of the Association during any investigation or interview where he believes disciplinary action may occur. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of this Agreement prior to the action being taken.
- C. Any complaint made against a teacher or a person for whom the teacher is administratively responsible, by any parent, student, or other person will be called to the attention of the teacher within five (5) days following the complaint. Upon request, the Association President shall grant a five (5) day extension of this time limit. In no instance will a complaint be placed in a teacher's file prior to the teacher being notified. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher. The teacher will have the right to attach a written response to a complaint placed in the teacher's file.

ARTICLE XIV

PROTECTION OF TEACHERS

A. Any case of assault upon a teacher by a student or parent shall be promptly reported to the Board or its designated representative. The Board shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher in connection with such an incident shall not be charged against the teacher.

B. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever a teacher determines that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, such determination shall be promptly called to the attention of the administration.

C. Reasonable support and assistance to teachers shall also include protection from liability from students and/or parents in cases of student misuse of the district's electronic resources. The Association shall notify the Board of any intentional written, verbal, or physical act communicated through the district's electronic resources in order for the Board to take appropriate action.

D. The Board, with the advice of the Association Executive Committee, shall promulgate rules and regulations setting forth the procedures to be used in disciplining, suspending, and expelling students for misbehavior and other infractions of school rules and policies. Such rules and regulations shall define and classify such infractions. Such rules and regulations shall be distributed to students, teachers and parents at the beginning of each school year. The Association shall annually be encouraged to review such rules and regulations and propose policy changes for the improvement of the Code of Conduct.

E. A teacher will have the right to review the contents of all records of the district pertaining to said teacher, excluding original references, originating after initial employment and to have a representative of the Association accompany him to such review. No material originating after initial employment will be placed in his personnel file unless the teacher has had an opportunity to review the material and has been furnished with a copy thereof. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in his file is in error, he may receive adjustment provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be expressly understood as indicating his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Any disagreement shall be noted. All recommendations, written or oral, shall be based solely upon the contents of the teacher's personnel file. Master personnel files for all teachers will be maintained in

the office of the Superintendent. Duplicate files may be maintained by supervisory personnel as an administrative convenience. However, it is expressly agreed that such duplicate files shall be maintained in all respects in strict conformity with the provisions of this Section of this Agreement.

ARTICLE XV

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 student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the 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 student's placement will affect teachers when determining the student's placement.
2. The District shall determine the need for a teacher who will be providing instructional or other services to a student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. 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 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, 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 student.
5. Teachers, excluding specially trained personnel, shall not be required to provide ongoing, repetitive medical or hygienic services for students except in an emergency situation.

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 relating 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, 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), and/or students covered under the Americans with Disabilities Act, 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 XVI

NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement in regards to wages, hours, and working conditions shall be subject to professional negotiations upon the mutual consent of the parties.

B. Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board agree to negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by the Board and the Association.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. The final agreement shall be ratified by both parties within an agreed upon time frame, that will be set at the time of the tentative agreement. The Board and Association shall exchange written results of their vote upon the completion of those votes. There shall be three signed copies of ratified agreement, one each for the Association, the Board, and the Superintendent's file. Any correspondence and communication between members of the Association and the Board relevant to conditions established by such Agreement shall be conducted directly through the Superintendent and the Association President. Individual contracts will be issued to individual teachers within thirty (30) calendar days after this Agreement is ratified. Signed contracts are to be returned to the immediate supervisor within thirty (30) calendar days from the date of issue. All contracts and riders to be issued shall be signed by the Board prior to issuance to the teacher, and shall be in accord with the following procedures:

1. Contract Issuance to New Teachers at Any Time

- a. The Board may issue a contract to a new teacher with no salary stated. The contract should state that salary will be in accordance with provisions of this Agreement, as determined by education and experience. A verbal commitment may be made.
- b. Within two (2) days a copy of the contract so issued shall be submitted to the Association, together with the Board's proposed salary placement and history affecting such placement.
- c. If the Association agrees with such salary placement, or if no action is taken by the Association within five (5) days, the Board may proceed to issue the contract with the proposed salary stated therein.
- d. If the Association disputes the salary placement proposed by the Board, it shall notify the Board and the affected teacher within five (5) days after receiving the contract copy. Representatives of the Board and the Association shall thereupon meet in an attempt to resolve the dispute. If, within two (2) calendar weeks following receipt of the contract copy by the Association, an agreement has not been reached a firm individual contract will be issued to the affected teacher at the lower of the disputed salary figures.
- e. The teacher and/or the Association reserve the right to grieve the final salary placement in the event they do not agree with it after the above steps have been completed.
- f. The parties agree that this procedure is meant to refer to salary placement, and shall in no way restrict the Board in its selection of employees. However, it is also agreed that all new teachers employed by the Board shall be considered as probationary employees as prescribed by the Michigan Tenure of Teachers Act, except that teachers who have earned tenure in another Michigan school district may be granted tenure status as prescribed by the Michigan Tenure Teachers Act.

2. Contract Issuance to Returning Teachers

- a. Prior to the issuance of individual contracts to returning teachers the Superintendent shall provide the Association President with a list of such teachers and of the salary schedule placement and contractual salary of each. The Association President shall, within five (5) days following his/her receipt of such list, notify the Superintendent of the Association's acceptance or disagreement with the salary placement and contractual salary of each listed individual, whereupon contracts not in dispute shall be issued. It is understood that, if such list is

received by the Association President before the start of the school year, the five (5) day examination period begins with the first day of that school year.

- b. In the event a salary schedule placement or contractual salary of any such listed returning teacher is disputed by the Association, the procedures set forth in Section D.1.d and Section D.1.e of this Article shall be followed.
- c. Signed copies of contracts including Schedule C shall be sent to the Association President within 30 days of issuance.

E. The Superintendent or his designee, who shall be a member of the Board or administration, and the Association President or his designee, who shall be a member of the bargaining unit, will meet once per month for the purpose of reviewing the administration of this Agreement, and to resolve problems arising thereunder. Such meetings shall not be intended to bypass the normal grievance procedures. Should such a meeting result in a mutually acceptable amendment to this Agreement, then such amendment shall be subject to ratification by the Board and the Association in the same manner as this Agreement, provided that the bargaining committee here established shall be empowered to effect temporary accommodations to resolve special problems.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or rules, orders or regulations of the Board relating to wages, hours, terms and conditions of employment may be processed as a grievance as hereinafter provided.

B. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of any complaint or grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association.

C. Time Limits. All time limits herein shall consist of school days except that when a grievance is submitted on or after May 15 time limits shall consist of calendar days so the matter may be resolved before the close of school or as soon thereafter as possible. Time limits may be extended only with the written consent of the Administration and the Association. If time limits as required in this Article are not observed by the grievant or the Association, the grievance must be considered abandoned. If time limits as stated in this Article are not observed by the Board or Administration, the grievant or Association have the right to move the grievance automatically to the next level.

D. Grievance levels are defined in the following order:

1. The immediate supervisor
2. Superintendent of Schools
3. Board of Education
4. Arbitration and/or other legal processes

E. In the event that a teacher (grievant) believes there is a basis for a grievance, he shall first discuss the alleged grievance with his respective principal either individually or accompanied by his Association representative. Such discussion must be held within ten (10) days of the violation, misinterpretation or misapplication, or within ten (10) days of the discovery thereof. In the event such discussion cannot be held within this time limit due to the extended absence of the teacher, then the time limit at this level only shall come into effect upon the return to duty of the absent teacher. In the event such discussion cannot be held within this time limit due to the extended absence of the teacher's immediate supervisor, then at the conclusion of such time limit the teacher shall be free to proceed to the next level of this grievance procedure.

F. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, a grievant may invoke the formal grievance procedure on the form set forth in Schedule D, signed by the grievant and a representative of the Association,

which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the immediate supervisor within five (5) days after the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

G. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the Association in an attempt to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish two copies thereof to the Association.

H. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) days. Within five (5) days the Superintendent or his designee shall meet with the Association on the grievance, and shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish two copies thereof to the Association.

I. If the Association or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within five (5) days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance or review such grievance in executive session, if allowed under the provisions of Michigan Open Meetings Act, or give such other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made no later than five (5) days thereafter. Two copies of such disposition shall be furnished to the Association.

J. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, and the grievance concerns an alleged violation of a specific Article or Section of this Agreement, the grievance may be submitted to arbitration by written notice given within fifteen (15) days after the above specified period. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification that the arbitration will be pursued, an impartial arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Demand for Arbitration shall be filed with the American Arbitration Association within thirty (30) calendar days from the notification that arbitration will be pursued. The Board and the Association shall not be permitted to assert in such arbitration proceeding any areas or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring them.

K. If the Board refuses to arbitrate a grievance arising under this Agreement, the arbitrator appointed or selected according to the above procedure shall proceed on an ex parte basis.

L. If the Association files a notification of intent to proceed to arbitration concerning a grievance, pursuant to the above procedures, and the Board files an action in any court of competent jurisdiction to stay the arbitration, in the event the Board does not prevail in the ultimate court determination and the alleged grievance is directed to an arbitrator for a ruling on its arbitrability and/or its merits, the Board shall reimburse the Association for any and all costs, including attorney fees incurred as a result of participation in the stay proceedings and appeals therefrom. Under such circumstances, in the event the Board does prevail in the ultimate court determination and the alleged grievance is held to be not arbitratable, the Association shall reimburse the Board for any and all costs including attorney fees.

M. If the Association receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Association does not prevail in the ultimate court determination, the Association shall reimburse the Board for any and all costs, including attorney fees incurred by reason of its participation in the initial appeal proceedings and any appeals therefrom. If the Board receives an unfavorable arbitration award and appeals such award to the Circuit Court, in the event the Board does not prevail in the ultimate court determination, the Board shall reimburse the Association for any and all costs, including attorney fees incurred by reason of participation in the initial appeal proceedings and any appeals therefrom.

N. If any teacher or other member of the bargaining unit for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost as allowed by law. If any teacher shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him and his record shall be cleansed of any reference to this action as allowed by law.

O. The non-renewal of a probationary teacher in accordance with the Michigan Teacher's Tenure Act when non-renewal is solely because of inadequacies in the teacher's professional work with students shall not be subject to the grievance procedure including arbitration and does not constitute discipline.

ARTICLE XVIII

INSURANCE PROTECTION

A. The Board shall provide, to the bargaining unit member, MESSA PAK for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents. The Employer shall sign an Employer Participation Agreement. Bargaining unit members not electing the above MESSA PAK A or B will select the MESSA PAK C plus receive \$100 per month. The \$100 payment may be applied by the bargaining unit member to a T.D.A. or toward MESSA non-taxable variable options per the conditions of this Agreement. Depending on the number of enrollees in PAK C, this monthly payment may vary. See details below PAK C.

The Employer shall pay the adjusted monthly/annual amounts listed below towards the total cost of MESSA Health PAK A or B. All other non-health MESSA PAK A, B, and C benefits shall be fully paid by the Board.

Effective September 1, 2012, these rates shall be:

Single	\$458/month (\$5,496 annual)
Self and Spouse	\$1,021/month (\$12,252 annual)
Self and Child or Family Subscriber	\$1,146/month (\$13,752 annual)

Effective July 1, 2013, these rates shall be:

Single	\$474/month (\$5,698 annual)
Self and Spouse	\$1,057/month (\$12,684 annual)
Self and Child or Family Subscriber	\$1,186/month (\$14,232 annual)

The Employer's contribution to the total cost of MESSA Health PAK A or B will be adjusted on July 1, 2014 as published by the Michigan Department of Treasury in compliance with Public Act 152 caps.

These annual Employer paid amounts shall be modified annually on July 1 to the rates permitted by Section 3 of the Publicly Funded Health Contribution Act with a percentage increase for each subscriber category unless restricted under PERA 215 (b) as amended by PA 54 of 2011.

The insurance plan may be modified to reduce employee premium contributions after mutual agreement between the Association and the Board per Section D of this article.

Each month teachers shall contribute any health insurance premium costs by payroll deduction, subject to a Section 125 Plan, in equal bi-weekly amounts. The bi-weekly premium contribution payment amount for each subscriber category will be provided to teachers. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

1. PAK A For Employees Needing Health Insurance

Health	MESSA Choices II \$500/\$1000 Deductible w/\$20 Office Visit \$10/\$20 Rx Drug Card
Long Term Disability	60% \$3,500 maximum 90 Calendar Day - Straight Wait Alcoholism/Drug Addiction - Two (2) years Mental/Nervous - Two (2) years Freeze on Offsets
Delta Dental	80/80/80:\$2,000 80:\$4,000 Lifetime maximum per eligible person for Delta's Class III Benefits
Negotiated Life	\$25,000 AD&D
Vision	VSP- 3

Following a special open enrollment period in November, teachers can elect to switch to MESSA Health PAK B. Enrollment to this plan will take effect January 1.

The Employer shall provide the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each plan year.

Each month teachers shall contribute any health insurance premium and annual deductible funding costs by payroll deduction, subject to a Section 125 Plan, in equal bi-weekly amounts. The Employer's "Qualified Section 125 Plan" shall include provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.

The Employer shall fund annually, in equal installments January 1 and July 1, the employee's entire annual obligation to the agreed upon HEQ HSA beginning January 1 of each year. In the event an employee or his dependents medically requires that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the

entire annual HSA amount to that individual's account. If the teacher separates from employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC PLAN 1, the deductible will automatically adjust to meet the federal minimum requirement.

2. PAK B For Employees Needing Health Insurance

Health	MESSA ABC 1 HSA Plan \$1250/\$2500 HSA \$0 Office Visit ABC Rx Drug Card
Long Term Disability	Same As Plan A
Delta Dental	Same As Plan A
Negotiated Life	Same As Plan A
Vision	Same As Plan A

3. PAK C For Employees Not Needing Health Insurance

Long Term Disability	60% \$3,500 maximum 90 Calendar Day - Straight Wait Alcoholism/Drug Addiction - Two (2) years Mental/Nervous - Two (2) years Freeze on Offsets
Delta Dental	80/80/80 \$2,000 80:\$4,000 Lifetime maximum per eligible person for Delta's Class III Benefits.
Negotiated Life	\$25,000 AD&D
Vision	VSP- 3

Cash in lieu for those enrolled in PAK C:

For up to 6 enrollees	\$100/mo.
For 7 to 10 enrollees	\$200/mo.
For 11 or more enrollees	\$400/mo.

B. In the event that an employee, absent because of illness or injury contracted or incurred in the discharge of the teacher's duties, the insurance coverages provided in this Article shall continue to the benefit of said teacher for the full duration of such illness or injury.

C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing July 1 and ending June 30 of each year for all teachers who complete their contractual obligations. If a teacher terminates his or her employment for reasons other than illness or Family Care leave prior to June, said teacher's subsidy shall terminate on the first of the month following. When necessary, premiums on behalf of the teacher shall be paid retroactively or prospectively to ensure uninterrupted participation and coverage, when authorized by the teacher in writing. The Superintendent shall notify the teacher when such authorization is required. Provisions for repayment to the Board when necessary shall be a part of the written authorization.

D. During the term of the Agreement, representatives of the Board and Association will meet to investigate improvements or plan changes in insurance coverage provided under this Article. It is understood that the changes in benefit patterns and/or carriers which may result from such investigations may be made only by mutual agreement and without the necessity of reopening this Agreement for renegotiation.

E. The insurance protection provided in this Article shall remain in effect until a successor to this Agreement is ratified and signed unless restricted under PERA 215 (B) as amended by PA 54 of 2011. The Board may, pursuant to PA 152, elect either a fixed dollar amount or a percentage of premium option to fund the Association health insurance plan, and will make its determination on a yearly basis, as soon as practicable prior to the start of the next medical benefit plan year. The Board will bargain the impact of its decision on members with the Association.

F. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code as mutually agreed.

ARTICLE XIX

MENTOR TEACHER

A. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association as identified in (Section 1526 of PA 335 (1993)). The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

B. Mentor Teachers shall be assigned in accordance with the following:

1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
2. The Mentor Teacher shall be a tenured teacher within the bargaining unit whenever possible.
3. Participation as a Mentor Teacher shall be voluntary.
4. The District shall notify the Association of those members requiring a mentor assignment.
5. Mentor Teachers and Mentees shall work in the same building and have the same or similar area of certification whenever possible.
6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee after three (3) months. The appointment may be renewed in succeeding years.
8. Mentor Teachers may have up to two (2) Mentees if mutually desired by the Mentor Teacher and building principal.

C. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.

D. Upon approval of the building principal, reasonable release time may be made available so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.

E. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of PA 335 and Article XII of this Agreement.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between the parties thereto, and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in written and signed amendment to this Agreement.

B. All teacher contracts shall be made expressly subject to the terms of this Agreement and all Board policies pertaining to prohibited subjects of bargaining. The provisions of this Agreement shall be incorporated into and supersede any contradictory or inconsistent established policies of the Board in regard to teachers.

C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed not valid or subsistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. The Board agrees to maintain a list of substitute teachers at all times. Teachers shall be informed of a telephone number they must call before six thirty (6:30) a.m. to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. It shall be the responsibility of the unavailable teacher to have lesson plans and other helpful material available to the substitute.

E. The Association shall deal with and enforce ethical problems arising under the current Michigan Education Association Code of Ethics.

F. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of five (5) years of classroom teaching experience who voluntarily accept the assignment. They shall be known as "supervisory master teachers". The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965. The "supervisory master teacher" shall file a written report and an evaluation of the student teacher for whom he is responsible with the university coordinator and the administration, with a copy to the student teacher, each four weeks. The Board shall disclose the amount of money, if any, received from the university placing the student teacher. Monies made available to the district by the placing university, if any, shall be administered monthly by a joint committee composed of the university coordinator, all "supervisory master teachers", and a representative of the Board, in a manner determined by the majority of the committee. The following areas of appropriate expenditure are suggested: in-service training programs, materials and equipment, released time for permanent staff.

G. The Association agrees to accept student teachers as honorary members during their student teaching period and to include them in all appropriate meetings and activities of the Association.

H. The parties recognize that teachers can make a significant contribution to the improvement of the educational programs of the District. It is recognized that such participation promotes professional improvement and should be considered part of the professional responsibilities of each teacher. The parties hereby express their mutual desire that teachers will voluntarily participate in such activities.

I. Electronic communications

1. The Board of Education is committed to the effective use of technology as a tool to:
 - a. Enhance the quality of student learning.
 - b. Enhance communications within the District and between staff and our customers (parents, students).
 - c. Assist the staff to obtain the educational goals of the District.
 - d. Increase efficiency of District operations.
2. Computers, electronic mail, communication devices, voice mail, and Internet access provided by the District are to be used primarily for business and educational purposes. Personal use of such equipment should be limited and should not result in any additional expense to the District. Technology or network systems are not to be abused in any way or used in an illegal or unethical manner.
3. The parties agree that the Board will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the District.
4. The District reserves the right to review all electronic data, voice mail, and computer files on district owned equipment.
5. Staff members will appropriately supervise students using the district's technology information systems.

J. To encourage staff to maximize the use of technological tools, the Board will provide reasonable training opportunities for bargaining unit members at the District's discretion.

K. The District shall provide electronic and print access to the District's policy and procedures manual, and shall provide the Association President with notification of all updates to the manual within ten (10) days of the formal adoption of any change by the Board.

ALCONA EDUCATION ASSOCIATION

BOARD OF EDUCATION

President

President

Secretary

Secretary

Dated this _____ day of _____, 20_____.

AEA TEAM:

Katie Boyer

Dorene Schick

Rachel Somers

Christie Gordon-Thomas

Deborah K. Larson, UniServ Director

BOARD TEAM:

Shawn Thornton

Alan Shillair

W.P. Borushko

SCHEDULE A

No Steps will be paid during the life of this agreement (2012-2015)
 2012-2013 = 0%; \$500 Annuity or Section 125 transfer; \$250 @ ratification
 2013-2014 = 0%; \$500 Annuity or Section 125 transfer; \$250 @ start of school year
 2014-2015 = 0%; \$500 Annuity or Section 125 transfer; \$250 @ start of school year

YEARS EXP	BA	BA+18	MA BA+30(45*)	MA+15 BA+55(60*)	ED. SP. MA+30
0	\$35,115	\$36,694	\$38,275	\$39,328	\$40,382
1	\$36,694	\$38,275	\$40,030	\$41,084	\$42,137
2	\$38,275	\$40,030	\$41,787	\$42,840	\$44,068
3	\$40,030	\$41,787	\$43,718	\$44,771	\$46,175
4	\$41,787	\$43,718	\$45,649	\$46,878	\$48,458
5	\$43,718	\$45,649	\$47,756	\$49,160	\$50,916
6	\$45,649	\$47,756	\$49,863	\$51,443	\$53,374
7	\$47,756	\$49,863	\$51,970	\$53,725	\$55,832
8	\$49,863	\$51,970	\$54,251	\$56,184	\$58,291
9	\$50,916	\$54,251	\$56,534	\$58,641	\$60,924
10		\$55,481	\$58,993	\$61,275	\$63,557
11			\$60,397	\$62,503	\$64,962
12			\$61,801	\$63,908	\$66,367
13			\$63,206	\$65,313	\$67,771
14-UP			\$64,610	\$66,717	\$69,176

*Applies to those hired after the 1988-89 Contract Year.

Teachers shall, upon each effective evaluation, receive a one-time lump sum payment of \$150.

Any teacher whose placement on Schedule A has been at step A9, B10, C14, D14, or E14 for more than two years shall receive a longevity increment in addition to all other salary. Teachers who qualify shall receive the appropriate increment, computed as follows: During the third and fourth years of step the increment shall be equal to five percent (5%) of the base amount used in the calculation of all salaries on Schedule A; during the fifth and sixth years on step the increment shall be equal to six percent (6%) of the base amount; during the seventh and eighth years on step the increment shall be equal to seven percent (7%) of the base amount; during the ninth and tenth years on step the increment shall be equal to nine percent (9%) of the base amount, and during the eleventh year and thereafter the increment shall be equal to ten percent (10%) of the base amount. Changes in the status of an individual teacher with regard to eligibility for longevity increments shall be implemented only at the start of each semester. When a teacher moves horizontally on the salary schedule from one column to another column, that teacher shall receive the longevity increment as if he/she had been on the new column throughout his/her employment with the school district.

SALARY INDEX

2012-2015

SALARY INDEX FOR PERSONS HIRED PRIOR TO THE 1990-91 CONTRACT YEAR.

Years	A	B	C	D	E
Exp.	B.A.	B.A.+18	M.A. B.A.+30	M.A.+15 B.A.+55	ED.SP. M.A.+30
0.	1.00	1.045	1.09	1.12	1.15
1.	1.045	1.09	1.14	1.17	1.20
2.	1.09	1.14	1.19	1.22	1.255
3.	1.14	1.19	1.245	1.275	1.315
4.	1.19	1.245	1.30	1.335	1.38
5.	1.245	1.30	1.36	1.40	1.45
6.	1.30	1.36	1.42	1.465	1.52
7.	1.36	1.42	1.48	1.53	1.59
8.	1.42	1.48	1.545	1.60	1.66
9.	1.45	1.545	1.61	1.67	1.735
10.		1.58	1.68	1.745	1.81
11.			1.72	1.78	1.85
12.			1.76	1.82	1.89
13.			1.80	1.86	1.93
14-UP			1.84	1.90	1.97

SALARY INDEX

2012-2015

SALARY INDEX FOR PERSONS HIRED AFTER THE 1989-90 CONTRACT YEAR.

Years Exp.	A B.A.	B B.A.+18	C M.A. B.A.+45	D M.A.+15 B.A.+60	E ED.SP. M.A.+30
0.	1.00	1.045	1.09	1.12	1.15
1.	1.045	1.09	1.14	1.17	1.20
2.	1.09	1.14	1.19	1.22	1.255
3.	1.14	1.19	1.245	1.275	1.315
4.	1.19	1.245	1.30	1.335	1.38
5.	1.245	1.30	1.36	1.40	1.45
6.	1.30	1.36	1.42	1.465	1.52
7.	1.36	1.42	1.48	1.53	1.59
8.	1.42	1.48	1.545	1.60	1.66
9.	1.45	1.545	1.61	1.67	1.735
10.		1.58	1.68	1.745	1.81
11.			1.72	1.78	1.85
12.			1.76	1.82	1.89
13.			1.80	1.86	1.93
14-UP			1.84	1.90	1.97

SCHEDULE B

CALENDAR AGREEMENT

Exceptions to this calendar agreement are permitted through negotiation of the annual calendars by the Association and the Board.

Starting date: The first teacher day shall be one or two days in the week before Labor Day as determined by mutual agreement of the Association and the Board.

The first student day shall be the day following Labor Day.

Safety Day: November 15, when this date falls on a weekday, shall be a day off, unless changed by mutual agreement.

Thanksgiving: Thanksgiving Day and the day following shall be days off.

Christmas: Will follow the ESD calendar or additional days as agreed.

Easter: Good Friday shall be a day off, unless changed by mutual agreement.

Spring Break: Will follow the ESD calendar or additional days as agreed.

Memorial Day: The Monday observed as Memorial Day under present law shall be a day off.

Closing Date: The last day of session for students shall be computed by the number of days and hours required by law to meet student contact hours, including the first day of session established above; the last duty day for teachers shall be 1/2 day of records on the next following weekday after the last student/professional development day.

Miscellaneous: The length of marking periods will be as equally distributed as possible.

Parent-Teacher A minimum of three (3) evening Parent-Teacher Conferences will be conducted and held following the end of each of the 1st, 2nd, and 3rd marking periods. At the end of the 2nd marking period will be one evening conference session followed by one-half day morning conference with the afternoon off.

Records Day: 1/2 day for teachers following the last student/professional development day of the 1st Semester and 2nd Semester.

Progress Reports: Progress reports will be filed on all students each marking period as mutually determined by the Association and administration at the beginning of each semester, and at any time thereafter as the individual teacher may deem appropriate.

Professional
Development
Days:

Each professional development day consists of time equivalent to a student contact day as mandated by the state. Individual buildings may plan a professional development activity that would be mutually agreed upon.

Scheduled professional development dates may be changed, by mutual agreement, to allow district participation in AMAESD sponsored professional development activities.

In the event time needs to be rescheduled in order to comply with state law and regulations, including laws and regulations dealing with required days and hours of student instruction, or for the school district to receive full state aid, the Board may, in its discretion, reschedule such days/hours. Teachers will receive their regular pay for days/hours which are canceled but shall work on any rescheduled days with no additional compensation. The Board and Association shall meet to mutually determine those make-up days.

Insert 2012-2013 Calendar Here

Insert 2013-2014 Calendar Here

Insert 2014-2015 Calendar Here

SCHEDULE C

SCHEDULE OF PAY FOR EXTRA-CURRICULAR DUTIES

Non-bargaining unit members can be compensated at a rate less than the bargaining unit pay scale as listed below, but shall not receive compensation greater than the bargaining unit pay scale for these positions. Percentage figures are of steps 0 through 9 for years of specific activity experience of Section A, BA column. Activity experience years 10-14 are based upon Schedule A, BA+15 Column, Step 8; activity experience years 15-19 are based upon Schedule A, BA+15 Column, Step 9; and activity experience years 20+ are based upon Schedule A, BA+15 column, Step 10. Up to six (6) years' credit for proven outside experience may be allowed at the discretion of the administration. It is desired that head coaches have input in the hiring of assistant coaches.

A. Secondary Athletic Positions

1. Athletic Director	12%
Two hours of released time	
2. Athletic Coordinator	10%
3. Head Football Coach	10%
4. First Assistant - Junior Varsity Coach	7%
5. 2nd Assistant Football Coach	7%
6. 3rd Assistant Football Coach	7%
7. Head Basketball Coach(es)	10%
8. First Assistant Junior Varsity Coach(es)	7%
9. 2nd Assistant Basketball Coach - 9th grade	5%
10. 3rd Assistant Basketball Coach - 8th grade	5%
11. 4th Assistant Basketball Coach - 7th grade	5%
12. Baseball Coach	8%
13. JV Baseball Coach	5%
14. Softball Coach	8%
15. JV Softball Coach	5%
16. Head Track Coach	8%
17. Assistant Track Coach(es)	4%
18. Varsity/JV Cheerleading Coach-Football	5%
19. Varsity/JV Cheerleading Coach Basketball	5%
20. Head Volleyball Coach	8%
21. JV Volleyball Assistant	6%
22. Golf Coach	6%
23. Soccer Coach	7%

Note: All staff involved in secondary athletics shall be directly responsible to the Athletic Director. Staff involved in spectator bus supervision shall be directly responsible to the Secondary Principal.

- B. Secondary Positions (7-12):
- | | |
|---|-----|
| 1. Yearbook Advisor | 4% |
| 2. High School Student Council Advisor | 6% |
| 3. Middle School Special Events Coordinator | 3% |
| 4. School Improvement Steering Committee | 1% |
| 5. National Honor Society | 2% |
| 6. Junior National Honor Society | 2% |
| 7. Knowledge Bowl Advisor | 4% |
| 8. Close-Up Advisor | 2% |
| 9. FFA Advisor | 10% |

- C. Elementary Positions
- | | |
|--|----|
| 1. Student Council | 2% |
| 2. School Improvement Steering Committee | 1% |
| 3. Title I Coordinator | 1% |

All staff covered in Section C shall be directly responsible to the Elementary Principal.

- D. K-12 Positions
- | | |
|----------------------------------|----|
| 1. Special Education Coordinator | 2% |
| 2. Mentor | 1% |
| 3. Band Director | 9% |
| 4. Guidance | 2% |
| 5. Media | 2% |
| 6. Choir Director | 9% |

E. Extra-curricular duty assignments shall be available, on a voluntary basis, to qualified members of the bargaining unit, as defined in Article I, Section A of this Agreement. In the event no qualified member of the bargaining unit will voluntarily accept a given assignment, such assignment may then be made available to qualified persons not members of the bargaining unit. Continuing assignments shall be confirmed not later than July 1 of each year. It is the mutual desire of the Board and the Association that the Schedule C positions be filled by members of the bargaining unit. However, in the event a position is appointed to a non-member, the administration may replace a non-staff person with an interested new or existing staff member of equal or better qualifications. Written notification of non-renewal of the assignment should be provided by July 1 of each year.

F. If positions are no longer required, and are currently held by bargaining members, the member will be notified prior to July 1 of the school year that the position will no longer be utilized. If the position is vacant, the district may elect not to post and fill.

G. Any incumbent of an extracurricular position may be removed for any violation of Board policy, regulation, or any action which brings discredit to Alcona Community Schools.

SCHEDULE D

ALCONA COMMUNITY SCHOOLS

GRIEVANCE REPORT FORM

Alcona Education Association M.E.A. N.E.A.

Grievance #_____

Building_____

Name of Grievant_____

Assignment_____

Date Filed_____

STEP I

A. Date cause of grievance occurred_____

B. 1. Statement of Grievance_____

2. Relief Sought_____

Signature

Date

C. Disposition by Principal_____

Signature

Date

D. Position of grievant and/or Association_____

Signature

Date

****See attached sheets if additional space is necessary

****Submit to Principal in Duplicate.

1 OF 4

STEP II

A. Date received by Superintendent or designee_____

B. Disposition of Superintendent or designee_____

Signature

Date

C. Position of grievant and/or Association_____

Signature

Date

****See attached sheet if additional space is necessary.

STEP III

A. Date received by the Board of Education or designee_____

B. Disposition by the Board of Education or designee_____

Signature

Date

C. Position of grievant and/or Association_____

Signature

Date

3 OF 4

****See attached sheets if additional space is necessary

STEP IV: Other Legal Action

A. Date Submitted_____

B. Disposition_____

Signature

Date

Distribution of form:

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

****See attached sheets if additional space is necessary.

4 OF 4

SCHEDULE E-1

Previous Tenure_____

ALCONA COMMUNITY SCHOOLS DISTRICT

1st Year_____

2nd Year_____

3rd Year_____

4th Year_____

CONTRACT OF EMPLOYMENT
(Probationary - Teacher)

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of Alcona Community Schools District of Lincoln, Michigan, hereinafter called the "Board" and _____, hereinafter called the "Teacher".

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Alcona Education Association and the Board, and the Board of Education policies, including but not limited to those policies pertaining to reduction, recall, and discipline of teachers which may result in termination of employment during the term of this contract.
2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 20__-20__ school year which shall consist of no more than _____ contractual days.
3. That said Board shall pay said Teacher for teaching duties and for the listed extra duties (if any) as per the Collective Agreement: (List each duty and amount paid for same)

	20__20__ Agreement	20__20__ Agreement
Teaching_____	\$	\$
_____	\$	\$
_____	\$	\$
_____	\$	\$
Total Compensation	\$	\$

Said compensation (Schedule A) shall be paid in equal installments, the first payment to be made by the second Friday after teachers report for duty, with subsequent payments to be made bi-weekly. Extra-curricular duty compensation (Schedule C) payment shall be paid after said duties have been completed in whole. Please indicate number of equal payments—21 or 26.

It is understood by the parties that any part of this contract relating to extra-curricular assignments shall have a non-tenure status.

4. That said Teacher is hereby retained on a probationary basis, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this _____ day of _____, 20__.

Teacher

Superintendent of Schools
Alcona Community Schools
Board of Education

SCHEDULE E-2

ALCONA COMMUNITY SCHOOLS DISTRICT

CONTRACT OF EMPLOYMENT (Tenure-Teacher)

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of Alcona Community Schools District of Lincoln, Michigan, hereinafter called the "Board" and _____, hereinafter called the "Teacher".

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Alcona Education Association and the Board, the Board of Education policies, including but not limited to those policies pertaining to reduction, recall, and discipline of teachers which may result in termination of employment during the term of this contract.
2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 20__-20__ school year which shall consist of no more than ____ contractual days.
3. That said Board shall pay said Teacher for teaching duties and for the listed extra duties (if any) as per the Collective Agreement: (List each duty and amount paid for same)

	20__20__ Agreement	20__20__ Agreement
Teaching_____	\$	\$
_____	\$	\$
_____	\$	\$
_____		\$
Total Compensation	\$	\$

Said compensation (Schedule A) shall be paid in equal installments, the first payment to be made by the second Friday after teachers report for duty, with subsequent payments to be made bi-weekly. Extra-curricular duty compensation (Schedule C) payment shall be paid after said duties have been completed in whole. Please indicate number of equal payments—21 or 26.

It is understood by the parties that any part of this contract relating to extra-curricular assignments shall have a non-tenure status.

4. That said Teacher is hereby retained as a tenure teacher, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this ____ day of _____, 20__.

Teacher

Superintendent of Schools
Alcona Community Schools
Board of Education

SCHEDULE F

AGREEMENT WITH JOB SHARING PARTICIPANTS

Employment conditions for participants in the Job Sharing Program are as follows:

1. The Job Sharing agreement will be for a contractual year (as noted below). In order to continue in the program, the employee(s) must reapply for the next contractual year.
2. The employee reserves the right to return to full-time service the following year.
3. The District and the employee(s) shall establish the daily work schedule.
4. Reimbursement shall consist of the prorated payment of salary, retirement and insurance premiums. Proration of salary and benefits shall be at the same fraction as that worked.

School year

Percentage of time worked

Name

Job Sharing Partner

Placement

The conditions as outlined above are acceptable.

Date

Board of Education

Date

Employee

Date

President of Alcona

E.A

SCHEDULE G
ALCONA COMMUNITY SCHOOLS

NOTIFICATION OF INTENT TO USE PERSONAL USE DAY(S)

Teacher _____ Date of Request _____

I hereby request the following day(s) as Personal Use Day(s):

Teacher Signature

Acknowledgement by Supervisor

Acknowledged as Received by Supervisor

Date

Time

Supervisor or Designee Signature

Received by District Office

Date _____

Signature _____

District Office to return one (1) copy of completed form to Building Supervisor and one copy to teacher.

SCHEDULE H

VACANCY NOTIFICATION

Must be submitted to superintendent or designee by June 1 of current school year.

I would like to be notified of any vacancies for which I may be certified and highly qualified.

Date: _____

Member Name: _____

Summer Address: _____

Highly Qualified Areas: _____

Notification Preference: (Choose One)

_____ Letter

_____ School Email: Address: _____

_____ Alternate Email: Address: _____

The member will have 5 days from receipt of notification to notify the Superintendent or designee, in writing, if they wish to be considered for a vacancy.

Member Signature: _____