

MASTER AGREEMENT

between the

ALBION BOARD OF EDUCATION

and the

ALBION EDUCATION ASSOCIATION/MEA-NEA

August 15, 2005 - August 14, 2007

Albion Education Association  
Albion Public Schools  
Albion, Michigan

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## **PREAMBLE**

This Agreement is entered into this 15th day of August 2005, by and between the Board of Education of Albion Public Schools, Calhoun and Jackson Counties, Michigan, hereinafter called the "Board," and the Albion Education Association/MEA/NEA, hereinafter called the "Association."

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Albion is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board of Education has a statutory obligation to negotiate with the Association with respect to rates of pay, wages, hours, terms and conditions of employment, and

Whereas, the parties have reached certain understandings through good faith negotiations and desire to confirm these understandings pursuant thereto,

Therefore, the parties desire to execute the following mutual covenants:

## **ARTICLE I**

### **RECOGNITION**

#### **A. Definition of the Bargaining Unit:**

The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Section 11 of the Michigan Public Employment Relations Act, Act 379 of Michigan Public Acts of 1965 amending Act 336 of Michigan Public Acts of 1947, for all professional personnel certified by the Michigan Department of Education, whether under contract, on leave, newly employed, re-employed, on tenure or on probation, in the positions of classroom teachers, guidance counselors, librarians, school psychologists, school diagnosticians, family living consultants, sex hygiene teachers, department chairpersons (if teachers), committee chairpersons (if teachers), art specialists, music specialists, physical education specialists, special education teachers, A-V specialists (if said person possesses a teaching certificate), remedial reading specialists and/or consultants, driver education teachers (if teachers), adult education teachers and federally funded teachers (as hereinafter defined), athletic directors (if teachers), vocational directors (if teachers), instructional lab directors, vocational teachers, and school social workers but excluding those specified in section B below.

B. Exclusions from the Bargaining Unit:

1. All persons designated as full-time administrators, directors, supervisors, such as superintendent of schools, building principals, directors of business, personnel, in-service, instruction, recreation, and their assistants.
2. Any teacher who is also a part-time administrator, supervisor or assistant shall be excluded from this Agreement for that time served in such position.
3. All persons for the time that they work as para-professionals (teacher aides), and including Albion College Work-Study and Reach programs.
4. Per diem substitutes.

C. Newly Created Positions:

All newly created professional positions shall be within the bargaining unit unless the positions are supervisory as defined in Act 379 of Michigan Public Acts of 1965, and recent and current interpretations by the Michigan Employment Relations Commission.

D. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

E. Nothing contained herein shall be construed to deny or restrict any teacher the rights he may have under Michigan General School Laws or under policies, rules, and regulations of the Board of Education.

F. Definitions:

1. Whenever the word "Association" is used, it shall mean the Albion Education Association solely in its representative capacity as recognized in Section A, above.
2. Whenever the word "Board" is used, it shall mean the Board of Education of the Albion Public Schools or its administrative staff.
3. Whenever the word "Teacher" is used, it shall mean all professional personnel and/or certified personnel within the bargaining unit as defined in Article I, Section A, of this Agreement.
4. **Certified Personnel** means personnel with Michigan Teaching Certificates or Permits as spelled out in the State of Michigan General School Laws, as amended.
5. **Newly Employed Personnel** shall mean any teacher employed by the Board of Education for the first time, who has signed any kind of contract and whose name has appeared in the official Board minutes for employment. Said persons meeting the above conditions shall be subject to the provisions of the Agreement currently in effect.

6. **Re-employed Personnel** shall mean any teacher employed by the Board of Education who has previously been employed as a teacher by the Board. Said persons meeting the above conditions shall be subject to the provisions of the Agreement currently in effect.
7. **Supervisor** is a person as defined in Act 379 of Michigan Public Acts of 1965, and recent and current interpretations handed down by the Michigan Employment Relations Commission.
8. **Adult Education Teacher** is a certified person teaching either credit or non- credit adult education courses. Non-certified persons teaching non-credit adult education courses shall be excluded from this Agreement.
9. **Federally Funded Teacher** is a person teaching in the Albion Public Schools who is partly or fully paid with Federal Funds.

## **ARTICLE II**

### **TEACHER, ASSOCIATION, AND BOARD RIGHTS**

- A. The teacher and the Association, as the exclusive bargaining representative of the teacher, shall have and enjoy all the rights and privileges granted to them by applicable Michigan statutes now or hereafter enacted except as expressed or limited by the terms of this Agreement.
- B. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  1. To executive management and administrative control of school system and its properties and facilities, and activities of its employees while on employer's time;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  3. To establish such grades, schools and courses of study, including special programs, athletic programs, recreational programs and social events for students as it shall deem necessary or desirable for the maintenance and improvement of public education;
  4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignment of teachers with respect thereto, and with respect to administrative and non-teaching activities related to the school, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and shall be in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. Facilities:

1. Members of the Albion Education Association shall have the right to use school building facilities at all reasonable hours for meetings, according to the general policies and rules established by the Board.
2. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association while on school premises.
3. The Board shall provide one bulletin board in each building to be placed in the teachers' lounge of the Association's choice for the exclusive use of the Association. The Association will assume full responsibility for the bulletin board and all materials placed upon it.
4. The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use.
5. The Association will have the right to use the school district mail service, public address systems, and teacher mail boxes for communications to teachers. All materials placed by the Association in teachers' mailboxes shall be identified as AEA. materials, and the Association will assume full responsibility for said materials.

The above statement shall not be construed to mean that the Board agrees to furnish public address systems in buildings where they are not presently available.

6. Vending machines may be installed in the teachers' lounges at the request of the Association and will be maintained by the Association without cost to the Albion Public Schools.

D. Information:

1. The Board agrees to make available, for examination, to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including county allocated budgets); agendas, accompanying reports (except those which are private and privileged), and minutes of all Board meetings (sent to three members of the Association as determined by the Association at the same time they are distributed to members of the Board), treasurer's reports; census and

- membership data; name and addresses of all teachers and salaries paid thereto; educational background, certification and tenure status of all teachers; and such other information, excluding private and/or privileged communications, as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
2. The Association agrees to reimburse the Board for any reasonable extra expense incurred in furnishing materials, or making the records available to the Association.
- E. Teachers shall be entitled to full rights of citizenship. No religious or political activity of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged in on the teacher's own time or on such school time as may be mutually agreed upon between the Board and the teacher. The private and personal life of any teacher is not within appropriate concern or attention of the Board unless, in the Board's opinion, it directly affects the teacher's classroom teaching.
- F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause in accordance with the Constitution and laws of the United States and the State of Michigan.
- G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary or capricious and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

**ARTICLE III**  
**TEACHER WORK LOAD**

A. Teachers' Work Day:

1. The teachers' work day shall begin no earlier than 7:30 and end no later than 4:05.
  - a. Elementary teachers K-5:
    - (1) Kindergarten teachers' lunch will be arranged to balance morning and afternoon kindergarten time.
    - (2) K-5 teachers will meet their students during the 5 minutes prior to the start of the student day.
    - (3) The Association and the Board recognize the importance of special services to the education of elementary students (K-5 including Junior Primary). Special services may include but not be limited to the following; Physical Education, music, art, science, and library services.
    - (4) Special service staff will be allowed flexibility in developing the schedule to include increased planning and passing time. This accommodation shall not require any additional staffing.
    - (5) The Board will provide to the Association president at the beginning of the year a copy of the schedules of the special service teachers and then provide on a monthly basis a list of days not covered.
  - b. On or before August 15, the Superintendent or his/her designee shall publish and distribute to each teacher the time schedule for each school. The schedule may be modified no more than twice after the start of school for students by the Superintendent or his/her designee,
    - (1) the teachers' normal work day shall not be lengthened;
    - (2) the work day shall not begin before 7:35 am;
    - (3) the work day shall not end later than 4:05 pm;
    - (4) the Association and staff shall be notified in writing no less than five (5) school days in advance of such modification.
    - (5) The K-5 teachers normal work day shall be 7 hours and 20 minutes that are continuous and includes the 35 minute duty free lunch. The 6-12 teachers normal work day shall be 7 hours and 20 minutes that are continuous and includes the 30 minute duty free lunch.

2. The teachers' work day will begin 10 minutes before the pupils' day and end 15 minutes after the student day.
3. One hour per week may be added to the teacher work day for teacher meetings, in-service meetings, etc. This period shall not come on Friday or on days preceding holidays or vacations. The principal and staff shall attempt to work out the day of the week for these meetings, but the principal may call these meetings upon 24 hours' notice.
4. Planning Time. All (JP-5) teachers shall be scheduled so as to free from classroom instructional and supervisory duties at least 40 consecutive minutes per day in addition to their lunch period. Full time Early 5's K and K teachers will receive two 20 consecutive minutes per day in addition to their lunch period. 6-12 teachers shall be scheduled so as to free them from classroom instructional and supervisory duties at least 50 consecutive minutes per day in addition to their lunch period. This period shall be used for educational purposes, including planning and preparation somewhere in the building at the teacher's discretion.
5. No teacher shall leave the school grounds during the teachers' work day without consent of the principal with the exception of the lunch period except as provided for elsewhere in this Agreement.
6. K-5 teachers shall have a duty-free, uninterrupted lunch period of at least thirty five (35) minutes between 10:55 am and 1:30 pm. 6-12 teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes between 10:34 am and 1:30 pm.
7. On Fridays, days preceding holidays, or vacations the teachers' day ends when the pupil day ends.
8.
  - a. An overload shall be defined as the actual instruction and/or supervision of students for at least one additional schedule period per day in addition to the 325 minutes as specified in Article III, Section A, subsection 9.
  - b. Teachers with previous teaching experience who are new to the Albion Public School System may be offered overloads only if no current member of the department desires the overload.
  - c. First year teachers shall not be given overloads.
  - d. Teachers who accept instructional duties in excess of 325 minutes within the teachers' work day shall be compensated for said duties according to the following formula: For each clock hour of additional class period of additional duties the teacher shall be paid 20% of his/her basic teaching salary (excluding extra-curricular pay) on an annual or per diem basis.

For teachers who have split assignments between the high school and middle school the teachers' compensation for teaching each extra skinny (1/2 block) shall be 10% of his/her basic teaching salary (excluding extracurricular pay) on an annual or per diem basis.

For teachers who have a full time assignment at the high school the teachers' compensation for each extra skinny (1/2 block) shall be 8% of his/her basic teaching salary (excluding extra pay) on an annual or per diem basis.

A skinny shall be considered extra when it is in addition to a secondary full time teaching assignment.

Secondary full time teaching assignments shall include but are not limited to any of the following:

- (1) 3 blocks
- (2) 2 blocks and 2 skinnies
- (3) 1 block and 4 skinnies
- (4) 6 skinnies
- (5) 5 traditional classes
- (6) 4 traditional classes and 1 skinny
- (7) 3 traditional classes + 1 block or 2 skinnies
- (8) 2 traditional classes + (1 block + 2 skinnies) or 2 blocks
- (9) 1 traditional class + 2 blocks + 1 skinny

Part time secondary teachers shall have teaching assignments of 1/5 for each traditional class, 1/3 for each block, 1/6 for each skinny. Other sections of this contract which refer to 1/5s may be adjusted to 1/3s or 1/6s according to the assignment.

B. Work Year:

1. The Pre-K-12 teachers' work year shall be the number of days identified in the calendar, including holidays.
2. a. The Association and the Board shall negotiate the Teacher-Student calendar for each school year. Schedule D of this Agreement shall include the Teacher-Student calendar for each school year which shall occur during the life of this Agreement. There shall be no deviation from or change in said calendar(s) as printed in Schedule D of this Agreement except by mutual agreement of both parties, or as spelled out in Article III, Section B, subsection 3 of this Agreement.
- b. Years succeeding 2005-2006
  1. A Calendar Committee consisting of two representatives from the Association and two representatives from the Administration will be formed and given the responsibility of developing a recommended calendar for succeeding years of this agreement.

2. Said Committee shall submit the Teacher-Student Calendar before March 1 of the year preceding its implementation.
3. The negotiating teams shall approve or modify and publish the Teacher-Student Calendar by March 15 of the year preceding its implementation.
4. The teacher work year shall be no more than 197 days, and shall include 2 preschool days, 7 holidays (Friday before Labor Day, Labor Day, Thanksgiving and the Friday following Thanksgiving, Martin Luther King Jr. Day, Good Friday, and Memorial Day), an Inservice Day in October, Records days at the end of 1<sup>st</sup> and 3<sup>rd</sup> marking periods, and two additional recess days. There shall be two half day records times at the end of each semester.
5. In the event that the work day is increased to accommodate a reduction in calendar days, the work year shall be reduced by the same number of days.

We agree to change the number of days to match any calendar T. A.

3. If Michigan Law continues to require that days lost due to conditions beyond the control of school authorities, such as days/hours lost due to inclement weather, fires, epidemics, or health conditions (Act of God Days), not be counted as days of student instruction, then such days/hours when school is closed for students and teachers may be rescheduled to insure that Michigan law regarding the minimum number of days/hours of student instruction is satisfied.

The rescheduling of such days/hours for any given work year shall occur by modifying that year's calendar through the calendar committee with input from the building staff(s) involved.

4.
  - a. Teachers will not be required to report to school on "Act of God" Days (snow days). The Superintendent or his/her designated representative(s) will announce said days through the news media.
  - b. If students in a particular building are not required to be in school because of an Act of God, teachers in that building shall not be required to be present either. The School District will then count attendance, for state requirements, on a building basis. The minimum percent of students in attendance in order to count that day's hours as hours of instruction shall be as stipulated in the State Aid Act or the Michigan Department of Education. Only buildings which have less than the state's minimum attendance requirements would have to make up days to assure receipt of full state aid payment.

C. Class Load:

To improve the quality of the instructional program the Board and the Association agree to work cooperatively in an effort to reduce class size.

1. Elementary:

- a. Classroom teachers, excluding junior primary and special education teachers, will be assigned to elementary buildings on a basis of one teacher for each 28 students in grades 1 through 5. If the total number of students in any building when divided by the total number of teachers assigned to that building leaves a remainder of 14 or more children, one additional classroom teacher shall be assigned to that building.
- b. Kindergarten teachers shall be assigned to elementary buildings on a ratio of one full time, or full time equivalent, kindergarten teacher for every 56 kindergarten children. If the total number of kindergarten children, in any building when divided by the total number of half-time kindergarten teachers in that building leaves a remainder of 14 or more children, one additional half-time kindergarten teacher shall be assigned to the building. Reasonable effort shall be made to keep kindergarten classes at less than 30 children. Reasonable effort shall mean efforts to recruit and employ teachers to achieve this ratio after the enrollment in the fall, if needed. In the event no adjustment is made, the teacher whose classroom is over 30 may refer the problem to the instructional council.
- c. The enrollment on the 2nd Friday of the new school year shall be used to determine the number of pupils and the number of teachers in achieving this ratio.
- d. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms.
- e. The Board shall work toward the elimination of split classes. If split classes are necessary, they shall contain 28 students or fewer, unless the classroom teacher agrees to exceed this number. As much as possible all split classes will be ability level splits.
- f. A junior primary program with a maximum of 19 students per class may continue and be expanded.
- g. Any complaint as to the cooperative distribution of children by grades and/or by classroom by teacher and principals, as found in Article III, Section C, subsection 1d, shall not be considered a basis for grievance.
- h. After the official count day these ratios may be exceeded if all elementary rooms in the system are being used.

2. Secondary:

- a. (1) The maximum total teaching load per individual teachers in grades 6-12 for other than teachers of performing music groups and typing classes shall be 155 pupils per 5 periods of actual teaching (or pro-rata number of pupils for a lesser or greater number of periods).

(2) Any elementary grade level below sixth grade housed in a secondary building shall be subject to elementary class size provisions as stated in Article III, Section C, subsection 1a.

- b. Attempts shall be made to reduce the total teaching load to 150 or less students.
- c. The maximum class size except for performing music groups and typing shall be 35 pupils, unless the teacher agrees to exceed the maximum.
- d. Team teaching and large shared group instruction will be exceptions to above Part a and c of Article III, Section C, Part 2.
- e. Shop classes using power equipment shall be limited to 25 pupils.
- f. Pupils in science lab courses, computer courses, industrial arts courses, vocational shop courses, and art courses shall be limited to the number of stations for which the room is equipped. This shall also be the maximum in homemaking when the homemaking room is used for laboratory purposes. The number of students in a beginning cooking class shall not exceed four (4) per kitchen unit unless the teacher agrees to exceed this ratio. Senior High life skills laboratory classes and Middle School science lab classes shall not exceed 24 students because of space and equipment limitations.
- g. The number of pupils in vocal and instrumental music courses shall be agreed upon by the building principal and the teacher in regard to the purpose of each group.
- h. Swimming classes shall be limited to 25 students when one instructor is present.
- i. The Board recognizes the desirability of remedial (slow-learners), accelerated, and innovative programs. To implement these programs, departments will work with building principals to develop variable class sizes.
- j. These maximum class sizes may be exceeded in emergency situations such as lack of staff, lack of finances, or lack of facilities, provided that the Board and the administration continue actively to attempt to secure adequate staff, adequate financing, and adequate facilities.
- k. Writing classes in grades 7-12 shall be limited to an average per teacher of 25 students per class unless the teacher agrees to exceed this average. The writing classes referred to are presently:
  - Advance Placement Language & Composition
  - College-Bound Grammar & Writing
  - Creative Writing - Fiction
  - Creative Writing - Poetry

Expository Writing

Journalism

Publications

Senior Basic Writing

Senior Composition

in Albion's Middle and Senior High schools. If possible, the principal will assign no more than two writing classes to any given teacher during any one marking period.

3. Special Education:

The number of students assigned to each special education teacher shall not exceed the number of students allowed by state statute and the county (intermediate) plan. The teacher may agree to exceed the above ratios when necessary to implement a program.

D. Teacher Aides:

The Board will attempt to secure non-professional and/or para-professional help for teachers to perform non-professional tasks whenever possible. Teachers will be consulted in the placement of said personnel.

E. Teaching Conditions:

1. a. There will be regularly scheduled fall Parent-Teacher Conferences for grades K-12 in October or November. Conferences requested by the parent and not able to be handled within the times specified in Schedule D - Student-Teacher Calendar -- will be scheduled by the teacher at the convenience of that parent and teacher at times other than the pupil's day during said week. In the event a teacher is absent during the times specified for Parent-Teacher Conference in Schedule D for emergencies beyond the teacher's control, the teacher shall make arrangements for the parent conferences to be held at a later time which is agreeable to both the parent and the teacher, and shall notify the administrator of said conferences. The appropriate amount of paid leave for Parent-Teacher Conferences shall be one day for a day session and 1/2 day for the evening session.
- b. Spring Parent-Teacher Conferences will not be regularly scheduled for all students K-8. 9-12 Spring Parent-Teacher Conferences will be discussed annually. If the teacher, parent, and principal feel that a spring Parent-Teacher Conference is desirable to discuss progress of certain individual students, they will be scheduled outside of the pupils' day.
2. a. Full-time kindergarten teachers shall be released one additional day for fall Parent-Teacher Conferences. Substitute teachers shall be employed for this day.

- b. Part-time elementary teachers shall be required to spend the appropriate pro-rata time in Parent-Teacher Conferences.
3. The Board agrees at all times to keep all schools properly equipped and maintained according to standards established through policy determination and according to standards required of schools by other appropriate agencies.
4. The parties will confer from time to time for improving the selection and use of educational tools, materials, and supplies such as, but not necessarily limited to, textbooks, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires. When called by either party, one meeting shall be held prior to January 1 and another prior to June 1 of each school year.
5. A separate budget for supplies and equipment for special education shall be provided and made known to special education teachers.
6. The Board agrees to make available in each school in good repair duplicating equipment and materials. Clerical assistance, if available, will be provided for teacher use.
7. The Board will provide lockable drawer space (desk or filing cabinet) for each teacher in his/her room. A lockable place for coats and other personal effects will be provided somewhere in the building.
8. Teachers shall not be required to work under unsafe or hazardous conditions, or perform tasks which endanger health, safety, or well being. The Association representative(s) shall notify a building administrator in writing as soon as possible if in his opinion such conditions or circumstances exist. The Board is cognizant of the importance of providing safe and healthful working conditions. Where problems and discrepancies appear every effort will be made to correct those deficiencies.
9. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.
10. In the high school there shall be at least the ratio of full-time counselors to students as prescribed by the North Central Association Standards. The same minimum number of full-time counselor to students ratio is desired for the middle school.
11. Teachers shall not be required to:
  - a. Supervise breakfast and/or lunch rooms.
  - b. Supervise halls and playgrounds during students' noon hours.
  - c. Supervise bus students after the student day, except in emergency situations.
  - d. Catalogue library books, shelve library books, or prepare library displays in the library.

12. Both the Association and the Board recognize the desirability of having adequate staff necessary to provide adequate and complete services in the areas of library. The desired staff per area is as follows:
  - a. One full-time elementary librarian and two (2) full-time clerks and/or elementary library technicians.
  - b. One full-time middle school librarian and one (1) full-time clerk and/or middle school library technician.
  - c. One full-time high school librarian and one (1) full-time clerk and/or high school library technician.
13. There shall be special education teachers to provide an adequate program for all eligible students in accordance with the submitted guidelines of the Calhoun Intermediate Plan and the State Mandatory Special Education Act as approved by the Michigan State Board of Education.
14. Subject to the Board's right to determine the extent of instructional program, the film budget shall be sufficient to maintain eligibility in the Regional Educational Media Center.
15. Teachers shall be informed of and reimbursed by principals for out-of-pocket expenses for prior approved expenditures.
16. Adequate storage space for instructional supplies shall be provided in all buildings.
17. Teachers shall have access to basic textbooks, school policies, and school procedures at all times.
18. The Board recognizes the educational worth of providing art, music, science and physical education by other than classroom teachers in elementary grades K through 5.

Appropriate facilities shall be provided for special services classes. In the event that the usual facilities will not be available on a particular date, special services personnel shall be advised at least 24 hours in advance.

Kindergarten and Junior Primary classrooms will be provided the above services if the schedule, time, and number of special services teachers permit. Teachers will not be required to stay with their classes when they are having special classes taught by special teachers.
19. All necessary teachers' and students' supplies and textbooks shall be on hand so that school may open in the fall.
20. The Board and the Association agree that the textbooks and all other instructional materials used in the school district's classrooms, libraries, and teacher in-service training programs shall reflect the multi-ethnic nature of our society, and shall not be offensive to minority groups. The Board and the Association will promote the use of in-service training for increasing of the understanding of human relations.

21. Methods of distribution of supplies shall be worked out by the principal and the teachers in each building.
22. Recognizing the peculiar problems faced by special services personnel, the Administration and the itinerant teachers will cooperatively determine the location of office space and develop a flexible schedule with respect to where itinerant teachers can spend their preparation periods.
23. Association items to be considered annually by the Instructional Council, shall be presented to the Council by the 2nd meeting of the year or by November 1, whichever comes later:
  - a. Means and methods of scheduling at the Senior High School.
  - b. Feasibility of establishing an alternative education program for students in grades 3-12.
24. If at all possible, no secondary teacher shall be assigned more than three preparations per nine weeks.
25.
  - a. Teachers interested in becoming department Chairpersons or Grade Level Chairpersons (K-5) shall each year submit an application in writing to their building principal. Selection shall be made by September 30 of each school year.
  - b. Curriculum areas/grade levels which have four or more members shall be considered a department. Departments/grade level teams shall be established where there are less than four members by combining similar curriculum/grade level areas. Each teacher in grades K-12 shall be assigned to a department/grade level team.
  - c. The department chairperson shall exercise the coordination of programs and material and shall serve as instructional liaison between the teachers and school administration.
26. The Board recognizes the worth of providing professional journals; therefore upon request of the departments, the librarian will requisition professional journals through regular purchasing procedures.
27. Tenure teachers will be consulted before student teachers are assigned. Student teachers will be assigned only to tenure teachers. Albion Public Schools will only accept student teachers on a full-day basis. A student teacher shall be qualified to teach in the major or minor areas of his/her curriculum; he/she shall not teach in any other areas. Exception shall be made only with the consent of the teacher involved, the Assistant Superintendent, and the Director of a College Education Department.
28. Teachers will not be required to maintain or write Journal records. Anecdotal Records, such as those required to document incidents of a particular student's behavior shall not be subject to this provision.

29. There shall be a periodic review of all instructional areas. Each area shall be reviewed every five (5) years. Each of these reviews shall be concluded prior to June 1 of the academic year of review. Starting in 2005-2006 the annual review schedule shall be:

Mathematics

Science and Health

Language Arts (Reading, English, Writing, Spelling, Literature, Speech, Journalism)

Music, Art, Business Education, Industrial Arts, Home Economics, Foreign Language

-Social Studies

Each of these instructional reviews shall be directed by the Instructional Council, and the review committee shall present its report to the Instructional Council prior to May 1. Each review shall include consideration of scope and sequence of instruction; textbooks for instruction; and instructional equipment and supplies for each area under review.

30. Sections E.12 and E.18 of this article may be reopened by the Board for negotiations at anytime the Board determines the curriculum, staffing, or programs required by these sections should be changed. Further, it is understood that the curriculum, staffing, and program obligations of the Board are subject to the Board's right to curtail programs and curriculum under Article XIII.

## **ARTICLE IV**

### **LEAVES OF ABSENCE**

#### **A. Leaves Without Pay:**

1. Peace Corps and other leaves of absence without pay will be granted for one year with provisions for a one year renewal, at the request of the teacher, to any contracted teacher who joins the Peace Corps, Vista, or similar program as a full time participant in such program. In-teaching experience for the purpose of increments on the salary schedule shall be allowed when the said teacher is on leave of absence, as specified in Article IV, Section A, sentence one above, for each year of experience said teacher would have advanced had he/she been employed in the Albion School District.

When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in any of these programs.

2. Military:

Military leaves of absence without pay shall be granted to any contracted teacher who shall be inducted into, or shall enlist for military duty in any branch of the Armed Forces of the United States. Any period spent on military leave, not to exceed the initial enlistment or selective service term, shall be treated as full time teaching experience for any teacher granted this leave for the purpose of salary schedule payment and all previously accrued benefits such as, but not necessarily limited to, paid leave accumulated prior to enlistment or selective service term shall be reinstated. There shall be no paid leave granted for the period of time spent in service, unless said service is the result of an involuntary call-up of reserve unit and there is a negative differential in pay for the contracted teacher.

3. Health Leave:

- a. A contracted teacher may be granted leave, without pay, for health reasons when such leave shall have been certified as necessary by a physician acceptable to the Board.
- b. Such leave may be granted upon written application by the said teacher up to that portion of the semester or school year yet remaining. Such leave may be renewed at the discretion of the Board.
- c. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay.
- d. The Board may place a teacher on leave for physical or mental disability within the provisions of the Michigan Tenure of Teachers Act.

4. Maternity Leave:

- a. A leave of absence without pay shall be granted for up to one year for the purpose of childbirth. It may be renewable annually upon approval of the Board. The application for such leave shall be received by the Assistant Superintendent no later than sixty (60) calendar days prior to the effective date of such leave, unless, due to complications, it is waived by mutual agreement of the teacher and the superintendent or his/her designated representative. Said application shall include a statement of the exact date on which the teacher will terminate her teaching.
- b. The teacher, at her discretion, may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require up to, but not exceeding, two (2) doctors' statements to this effect. The leave will begin at the end of the semester if possible.

- c. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Assistant Superintendent at least sixty (60) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave. The teacher shall be entitled to return from leave at the beginning of the semester. Exceptions will be made only upon the recommendations of the Superintendent of Schools. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teaching. All accrued benefits such as, but not necessarily limited to, paid leave shall also be restored. The teacher shall be returned to her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay.
- d. A teacher, adopting a child, may upon approval of the Board, receive similar leave by following the same procedure of notification as stated above. The teacher will give at least thirty (30) calendar days notice before starting said leave.
- e. The Board reserves the right to request any pregnant teacher to visit her doctor for examination and/or verification of any date required or necessary in Article IV, Section A, subsection 4, Parts b and c.
- f. A teacher must comply with the above conditions to be eligible for such a leave and/or to have the right to return from said leave.
- g. Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed resignation if Master Agreement is in effect.

5. Professional Study Leave:

Upon written application a leave of absence for up to one year may be granted without pay for professional study or travel. The regular salary increment shall accrue. This leave may be renewed at the discretion of the Board. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued during the period of time spent in professional study leave.

When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

6. Public Office Leaves:

- a. A tenure teacher on the staff of the Albion Public Schools shall be granted a leave of absence without pay to campaign for, or serve in a public office.

- b. A probationary teacher on the staff of the Albion Public Schools may, at the discretion of the Board, be granted a leave of absence without pay to campaign for, or serve in a public office.

Any probationary or tenure teacher granted a leave to campaign, who wins an election or gains an appointment to a public office, shall be granted the leave to serve in the elected or appointed office.

- c. Leaves as specified in Article IV, Section 6, subsection a above, to campaign for public office, shall be for not less than one semester nor more than one year.
- d. Leave of absence for service in elected or appointed public offices shall be for not less than one semester nor more than one term in office.
- e. Requests for leaves under this section shall be submitted at least 30 days prior to the beginning of the leave. However, the Board may, at its discretion, waive this 30-day requirement.
- f. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in public office leave.
- g. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

#### 7. Exchange Teacher Leave:

Upon application, leave without pay for exchange teacher positions under either national or international programs may be granted to tenure teachers. Said leave will only be granted when the exchange teacher coming into the system is acceptable to the Board.

The regular salary increment shall accrue.

- a. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in exchange teacher leave.
- b. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When said teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

8. Family and Medical Leave:

Generally, family and medical leave is an unpaid leave provided for under the Family and Medical Leave Act (FMLA). Exceptions are defined in Sections 825.207 and 825.208 of the federal regulation of FMLA. The leave shall be granted for any of the following reasons:

- a. birth of a child
- b. child adoption or foster care
- c. to care for the serious health condition of the teacher's spouse, parent or child
- d. serious health condition of the teacher

The FMLA requires that employers continue the health insurance benefit for employees of the school on such leave for a maximum of 12 weeks in any 12-month period. This period will be on a rolling basis. By including reference to the FMLA in this Agreement it is the parties' intention that the District's obligations under Article IV, Section A, Subsection 8 of this Agreement are to follow the requirements of the FMLA, as amended, as of the date of application for FMLA leave is made. The Association will be notified when a teacher applies for FMLA. The grievance procedure shall apply to implementation of family leave provisions found in this section. It is not the intent of FMLA to conflict with or restrict other leave language in the Master Agreement.

A committee made up of an equal number of representatives from the Association and Board shall be established for the purpose of studying and making recommendations to the Association and Board of possible alternatives with regard to the use of personal paid sick leave as it pertains to family medical leave in the case of a terminally ill family member.

The committee shall report to the Board and Association by May 1, 1995. Any agreements between the parties will be put into a letter of understanding.

9. Other Leaves:

- a. A leave of absence for one (1) year renewable up to a total of two (2) years without pay may be granted to any teacher for the purpose of serving as an officer in any local, state, or National Education Association.
- b. Other leaves of absence without pay may be granted for good reason, at the discretion of the Board. Examples of other leaves without pay shall be for:
  - (1) Military reserve training duty not to exceed two weeks (however, a letter from the commanding officer of the teacher involved must be submitted to the Superintendent stating that such duty is necessary on school time), or
  - (2) A leave may be granted to a teacher for the purpose of child care, such as, but not necessarily limited to care of a severely or terminally ill child.

- c. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in other leaves.
- d. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When said teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

10. General Provisions:

- a. All applications for leaves under Section A of Article IV must be filed in writing with the Superintendent and submitted to the Board at its next meeting.
- b. All teachers on extended leave shall submit a written application for reinstatement to position for the beginning of the next school year or renewal of leave for another year by March 1st of the preceding year.
- c. "Like nature" means being returned to a teaching position in major teaching area if available. If not available, then teacher will be given a position for which he/she is qualified and certified.
- d. "May" means with Board approval.

B. Leaves With Pay:

- 1. All teachers shall be allowed fourteen (14) paid leave days per year for personal illness, injury, illness or injury in the immediate family, funerals or other emergency leave such as, but not limited to being subpoenaed as a witness in a court case.
- 2. Up to three (3) of the fourteen (14) paid leave days may be used for personal business, and all three personal business leave days shall be at the discretion of the teacher. Such leave shall not be granted for the following days:
  - a. First teacher work day.
  - b. Last teacher work day.
  - c. Parent-Teacher Conference day(s) and/or Secondary Curriculum Workshop day(s).
  - d. First working days preceding or following vacations and/or holidays:
    - (1) Labor Day
    - (2) Thanksgiving Vacation
    - (3) Christmas Vacation
    - (4) Mid-Winter Vacation (week-long)
    - (5) Spring Vacation

- (6) Good Friday
- (7) Memorial Day

e. District inservice days

A teacher desiring to use a personal business leave day must provide prior notification of twenty-four (24) hours, except in emergencies which preclude such notification.

The teacher shall file an application for personal business leave with the principal of his/her building prior to taking said leave. These personal business days shall not be used as recreational or vacation days.

3. The unused paid leave is to be credited to the teacher at the end of the service year and may be accumulated without limit as to the total number of days. The Board will notify the Association and each teacher about the current status of his/her total number of paid leave days. Such notification will be included in the first paycheck in June.
4. Any leave beyond the accumulated reserve will result in loss of compensation for the time off at 1/( the number of days identified in the calendar) of the year's salary per day off.
5. Part-time contracted teachers shall be granted paid leave on a ratio of their teaching load to the full time teaching load and shall accumulate paid leave days on a ratio of their teaching load to full time teaching load.
6. The only exceptions to Article IV, Section B, subsection 1 and 7 shall be as follows:
  - a. During the first year of employment, all new probationary teachers who are teaching both full time and for the first time in Albion, shall be granted two (2) paid leave days per month for the months of September, October, and November. Said teachers shall receive the remaining six (6) paid leave days plus the unused paid leave days mentioned in the preceding sentence on December 1 of the given year.
  - b. During the first year of employment, all new probationary teachers, who are teaching both part-time and for the first time in Albion, shall be granted one (1) paid leave day per month for the months of September, October, and November. Said teachers shall receive the remaining prorated number of paid leave days plus the unused paid leave days mentioned in the preceding sentence on December 1 of the given year.
  - c. If said teachers use paid leave days in excess of these stipulated in parts a and b above during any month prior to December 1, 1/( the number of days identified in the calendar) of the teacher's annual salary shall be deducted from said teacher's pay for each day. However, said teacher shall be paid the salary withheld for all

days used up to and including 12, or the appropriate prorated number of days, not later than the second payroll in December.

- d. The provisions in Article IV, Section B, subsections 2, 3, 4, 5, and 6 shall apply to said teachers mentioned in parts a, b, and c above.
  - e. The provisions of Article IV, Section B, subsection 8, parts a, b, and c shall not apply to tenure teachers and second or third year probationary teachers.
7. a. A full-time tenure teacher who has exhausted his/her paid leave may obtain up to 17 more paid leave days for the reasons specified in Article IV, Section B, subsections 1, 2, and 3. For those days the teacher will receive the difference between his daily pay and the amount paid to the substitute teacher.
- b. A part time-tenure teacher who has exhausted his/her paid leave, as specified in Article IV, Section B, subsection 7 may obtain up to 17 more paid leave days based on a ratio of his/her teaching load to the full time teaching load. For those days the teacher will receive the difference between his/her daily pay and the amount paid to the substitute teacher.
- c. Beginning with the 2005-2006 school year the Board will provide an Attendance Incentive as follows:
- |                       |          |
|-----------------------|----------|
| Perfect Attendance    | \$500.00 |
| Absent 3 days or less | \$250.00 |
- Jury Duty or when under subpoena, School Business, and Association Business shall be counted as though the teacher is at work.

8. Jury Duty Leave:

A leave of absence may be granted to 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 paid by the court (not including travel allowance or reimbursement of expenses) for each day the teacher reports or performs jury duty and on which he/she as otherwise would have been scheduled to work. The teacher shall file with the Superintendent proof of duty before any payment can be made.

9. Released Time:

- a. When agreeable to both the Board and the Association, a contracted teacher may be released from regular duties without loss of pay to engage in negotiations or to process a professional grievance.
- b. A contracted teacher may be released without loss of pay subject to the approval of the Board to conduct school business.
- c. The AEA President shall have the freedom to move from school to school to conduct Association business before and after the pupils' day.

- d. The Association may use time after the pupils' day to conduct Association business, if no other school meetings are scheduled.
  - e. When they are scheduled and included in Schedule D, the teaching staff as a whole shall be released without loss of pay of the two (2) days for Regional Conferences.
  - f. The Association and the Board agree that in-service education programs are important to increase the competency of teachers. If possible, any in-service day(s) will be scheduled during the school year. The Administration and the Association will appoint a committee consisting of teachers, building principals and central office administrators to develop and implement in-service educational programs.
10. The Association shall be granted up to fifteen (15) days per year to conduct Association business such as, but not necessarily limited to, sending delegates to the Representative Assembly, sending delegates to the MEA Leadership Conference, conferences for the AEA. President, officers, and committee persons. The Association shall reimburse the Board for these days by paying to the Board the cost of the substitute for each teacher day the leave is used. For any days beyond fifteen (15), the Association shall pay to the Board the daily rate for the teacher who is gone on this leave  $1/(\text{the number of days identified in the calendar})$  of the teacher's annual salary for each day off).
11. Leave of absence with pay may be granted at the discretion of the Board for, but not necessarily limited to, the following:
- a. Visitation within Albion Public Schools or in other systems not to exceed one (1) day per teacher may be granted only upon written request of the teacher. The Board may approve expenses for these visitations.
  - b. Attending educational conferences, conventions, and workshops. The Board may approve expenses for these.
  - c. Time necessary to take a selective service examination.
12. In the event of absence not covered in Article IV, the deduction from the teacher's salary shall be figured at  $1/(\text{the number of days identified in the calendar})$  of the annual salary of the teacher per day.
13. Sabbatical Leave:
- a. A teacher who holds a continuing, permanent certificate, provisional, or professional certificate and has completed seven (7) consecutive years of teaching in the Albion Public Schools may, if approved by the Board, be granted a sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skill in

his/her teaching profession. The Board shall approve such leave, when in the considered judgment of the Board the professional competence of the staff member and the general welfare of the public schools will be benefited. The teacher will be paid 50% of the salary he/she would normally receive if he/she were teaching during the time while on leave. The teacher will not be eligible for Board paid health insurance or other benefits. No more than the equivalent of one (1) teacher (2 teachers for one semester each) may be granted such leave in any one school year. Teachers desiring such leave should make application to the Superintendent at least three (3) months in advance of the closing of school. Special consideration may be given for unusual circumstances that prevent earlier application.

- b. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Albion Public Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.
- c. A teacher, upon return from sabbatical leave, shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- d. "Like nature" means being returned to a teaching position in major teaching area if available. If not available, then teacher will be given a position for which he/she is qualified and certified.

## **ARTICLE V**

### **PROTECTION OF TEACHERS**

- A. 1. The Board and Administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board recognizes that the teachers may not fairly be expected to assume the role of custodian for emotionally impaired students. When students are mainstreamed into the regular classroom, the Board will undertake to establish special classes and services for these children as required by the applicable special education plans.
- 2. Teachers may refer children whom they believe have severe emotional, mental, or physical handicaps, or whom they believe to be severe discipline problems to the principal. Said principal shall refer such cases to the attention of school social workers, guidance personnel, diagnosticians, welfare agencies, psychologists, or other

- appropriate agencies for confirmation of suspected handicap or problem and proposed solutions of action, this may include but not be limited to organizing Intervention (Child Study) Team Meetings. Written recommendations agreed upon shall be forwarded to the teacher, Administration, and all staff personnel who may have contact with said student. If the recommendations are unsatisfactory to the teacher, the case shall be brought to the attention of the Superintendent.
3. The teacher recognizes that he/she has the primary responsibility to provide an educational climate that may lead to good discipline and that he/she has the primary responsibility for the discipline of children, provided a teacher has all the authority to discipline as spelled out in the revised School Code as amended and provided the Board makes reasonable effort to uphold and enforce the school's Discipline Code in a fair and consistent manner.
- B. A teacher may use such force as is necessary to protect him/herself from attack or prevent injury to a pupil.
- C. A teacher may send to the principal and/or may request removal of a pupil from one class or classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, but in no event later than the close of the school day, a signed statement containing the full particulars of the incident.
- D. 1. No action shall be taken by an administrator or the city-school committee on any written complaint directed toward a teacher unless such matter is promptly reported in writing to the teacher concerned. As soon as possible after complaint a conference of the teacher, the Association representative, the principal, and others involved will be set up to discuss the complaint. If the complaint is placed in the teacher's personnel file, a summary of the discussion(s), findings, and disposition of said complaint shall be attached to same. If any question of breach of professional ethics is involved the Association shall be notified.
2. No teacher, as part of their employment, shall be required to appear before a citizens' committee. The Association representative(s) may accompany any teacher appearing before a citizens' committee. No action by a citizens' committee will circumvent redress procedures or teacher's rights as stated in the Master Agreement.
- E. Any case of injury, legal action, including suits against a teacher which had its inception in a school-centered situation, either on or off school property, shall be immediately reported in writing to the Superintendent or his/her designated representative. In the event of such legal action the teacher may request assistance of the Board in said matter. The Board shall provide the following, if the teacher has acted within the scope of written policies, rules and regulations of the Board of Education provided these do not conflict with the rights of teachers as guaranteed by the Michigan School Code of 1976.

1. Legal counsel for the teacher to advise him/her of his/her rights and obligations with respect to such legal action and all necessary assistance in connection with the handling of the incident by law enforcement and judicial agencies to maximum of \$2,000.00.
  2. In the event that an employee is disabled through an injury or illness which is within the scope of his or her employment with Albion Public Schools, the teacher's salary shall continue, sick leave shall not be reduced, and all fringe benefits shall continue beginning with the first day of the disability and continuing for the duration of the disability, or to the end of the school year, whichever occurs first. When workers' compensation is paid to the teacher of any disability, the Board shall pay the difference between the workers' compensation payments and the salary of the teacher for the duration of the disability, not to exceed one year. The School Board agrees that these differential payments are not to be utilized as an offset pursuant to section 354 of the Workers' Compensation Act against any workers' compensation benefits due a teacher.
  3. The Board shall provide without cost to teachers a maximum aggregate yearly total of \$1,000,000 professional liability insurance. No teacher shall be required to carry professional liability insurance; however, if the teacher has any applicable liability insurance the Board insurance may be used as supplemental coverage.
- F. The Board will reimburse the teacher from \$5.00 to \$100.00 for any school-connected loss, theft, damage, or destruction of clothing or personal property of the teacher while in performance and/or in pursuit of his/her employment either on or off school premises if the teacher is not negligent. The basis for reimbursement for loss, theft, damage, or destruction of articles shall be on the basis of either replacement or cost of replacement. Negligence shall be defined to mean, but not necessarily be limited to, as leaving materials or articles in an unlocked car; leaving materials or articles in unlocked room or desk provided there is a locked drawer or closet for the materials; not taking sufficient care to protect articles.
- In case of damage to any automobile or theft from an automobile parked in a school parking lot during the teacher's work day, or while the teacher is at the school on school business, the Board will pay damage or theft up to but not exceeding \$100.00. Such payment shall be made only after the teacher has first exhausted all possibility for such loss under any voluntary insurance coverage. The Board will reimburse to the maximum of \$100.00 any portion not collected through insurance payment.
- G. When agreeable between the teacher, building administrator, and parent or guardian, doctor prescribed medication may be administered to a student in accordance with Board Policy and Administrative Regulations.
- H. No teacher shall be required to transport a child for any reason except teachers may transport small numbers of students to events included under "Extra pay for extra work" (Article X, Section B, subsections 1, 2, 3, 4).
- I. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in a professional performance. 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, provided that the principal in any and all instances may also request that the Association representative be present on any disciplinary matter. All reprimands shall be given in private as provided above except under extenuating circumstances. This does not mean that an administrator cannot talk to a teacher without a representative present in situations other than stated above.

## **ARTICLE VI**

### **NEGOTIATION PROCEDURES**

- A. In the event this contract is reopened for negotiations, by either party, as provided in the reopener clause of this Agreement (if included), the parties will promptly negotiate.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or a mediator from said agency, including fact-finding, or any other lawful measures it may deem necessary.
- C.
  - 1. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment hereto.
  - 2. Representatives of the Board and the Association's bargaining team will meet if requested by either party on the last school Wednesday of each month in the months of September, November, January, March, and May for the purpose of reviewing the administration of the Agreement to resolve problems that may arise.

These meetings are not intended to bypass the grievance procedure.

- 3. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what it wishes to discuss.
  - 4. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers and Board representatives involved are free from assigned responsibilities, unless otherwise mutually agreed.
  - 5. Should such a meeting result in a mutually acceptable written amendment of the Agreement, then the written amendment shall be subjected to ratification by the Board and the Association.
  - 6. The parties agree that should the implementation of LRE (Lease Restrictive Environment) result in a change in working conditions, such change will be open for immediate negotiations. Change in working conditions means the inclusion into our regular classrooms of special students who are presently served outside of the District.

- D. Neither party in any negotiation shall have any control over the selection of negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date and within ten (10) days of tentative contract agreement between said parties. After ratification by both parties, the representatives shall attach their signatures to the agreement and copies thereof. There shall be four (4) signed copies for purpose of record; one retained by the Superintendent, one by the Board, one by the AEA. President, and one by the Association.
- F. Prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURES**

- A. Definition:
  - 1. A grievance shall be defined as any alleged violation (misapplication or misinterpretation) of the Agreement.
  - 2. The term "days" as used herein shall mean days in which school is in session.
- B. Purpose:
  - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the grievances which may from time to time arise.
  - 2. A claim by a teacher and/or the Association that there has been a violation (misapplication or misinterpretation) of any provision of this Agreement will be processed as a grievance as hereinafter provided.
  - 3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without any intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. Structure:

1. The Association shall designate one elementary and two or three secondary representatives per building to handle the grievance when requested by the grievant. Each building principal shall be notified by October 1st each year of the name or names of Association representatives in that building.
2. The Board hereby designates the building principal or assistant principal to be the Administrative representative when the grievance arises in that building.
3. The Board hereby designates the Superintendent or his/her designee as its representative when the grievance arises in more than one school building.

D. Grievance Form:

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant, or grievants, and the Association.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation (misapplication or misinterpretation).
4. It shall quote the section or subsection of the contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

E. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits provided in this article shall be strictly observed but may be extended by mutual agreement of the parties.
2. In the event a grievance is filed after May 15th of any school year and strict adherence to the time limits may result in a hardship to any party, the Board shall use its best efforts to process such grievance prior to the close of the school year or as soon as possible thereafter.

F. Level One:

1. In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged violation with the building principal, either personally or accompanied by representative(s) of the Association's Grievance Committee, within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence.
2. If the grievance involves more than one building, the teacher shall first discuss the alleged violation with the Superintendent or his/her designated representative(s) either personally or accompanied by representative(s) of the Association's Grievance Committee, within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence. The Superintendent may discuss with appropriate members of his/her staff prior to rendering a decision within four (4) days after the discussion. If as a result of the informal discussion with the Superintendent a grievance shall exist, the teacher may proceed to Level Two within four (4) days after the Superintendent's oral decision.
3. If as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the grievance form provided, signed by one grievant and the Association representative or the grievance chairperson. One (1) copy of the grievance form shall be delivered to the building principal and one (1) copy filed with the Association. The Grievance Form Schedule B shall be available from the Association.
4. If a grievance in writing does not reach the building principal or the designated Board representative within four (4) days after the principal's reply, the grievance shall be considered as waived.
5. Within four (4) days after the receipt of the written grievance the building principal shall indicate his/her disposition of the grievance in writing, sending a copy to the grievant and the Association.

G. Level Two:

1. If the Association is not satisfied with the disposition of the grievance or if no such disposition has been made within the required four (4) days, a copy of the written grievance shall be signed by the grievant and countersigned by the Association, shall be filed with the Superintendent or his/her designated representative(s) within four (4) days after receipt of the principal's disposition or expiration of the principal's time for replying. If the grievance involves more than one building, the grievance form shall be given to each building principal.
2. Within four (4) days after the receipt of the written grievance the Superintendent or his designated representative(s) shall meet with the grievant(s) and the Association. The Superintendent shall indicate his/her disposition in writing within four (4) days after the meeting, transmitting a copy to the grievant(s) and the Association.

H. Level Three:

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no such disposition has been made within seven (7) days after such meeting, the grievance shall be considered transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The grievance must be filed within seven (7) days of the Superintendent's disposition or within fourteen (14) days after the meeting with the Superintendent or his representative.
2. Upon receipt of the grievance the Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive or open session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing shall be made by the Board no later than seven (7) days thereafter with written disposition being sent to the teacher and the Association.
3. Utilization of this level of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this level, the Association may bypass said level and proceed to its next level. The Association shall notify the Board of its intentions to go to arbitration (Level Four) within seven (7) days after the written disposition of the Superintendent, or within seven (7) days after expiration of the Superintendent's time for replying to the grievance.

I. Level Four:

1. If the Board and the Association shall be unable to resolve any grievance, the Association may, within seven (7) days after the decision of the Board or within seven (7) days after the date the decision should have been made, appeal the grievance to arbitration before an impartial arbitrator. In the event the Association chooses to bypass Level Three of the grievance procedure, the Association must file its demand for arbitration within seven (7) days after notifying the Board of its intention to go to arbitration.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The arbitration, the arbitrator, and the award shall be governed by the rules of the American Arbitration Association except that the arbitrator shall have no authority to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article of the Agreement has been violated. The arbitrator's authority shall be subject in all cases to the rights, responsibilities, and authority of the parties under the laws of the Constitution of the State of Michigan and of the United States.

3. The decision of the arbitrator, if within the scope of his/her authority as set forth above, shall be final and binding on both parties and the judgment may be entered in any court of competent jurisdiction. Both parties will honor an arbitration award unless notified in writing within thirty (30) days of the date the challenging party knew or should have known of the ground(s) for the challenge.
4. The arbitrator shall be empowered to include in his/her award only such financial reimbursement as is set forth in the Master Agreement.
5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

J. Miscellaneous:

1. Should a teacher and/or the Association fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred unless there are unusual circumstances.
2. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. It is expressly understood that discharge shall not include the failure of the Board to renew a probationary teacher's contract.
3. Upon the failure to re-employ, the Board will advise the probationary teacher of the reasons therefore in writing with a copy to the Association. The probationary teacher shall have the right, independent of the grievance procedure, to a public or private hearing at his/her option before the Board with an Association representative present. Said hearing shall be requested in writing within ten (10) school days (days pupils are in attendance) after written notification of the failure to re-employ.
4. The grievance procedure shall not apply to the following:
  - a. The failure of the Board to renew a probationary teacher's contract.
  - b. The discharge of a tenure teacher; however, if the Teacher Tenure Act is repealed and no new legislation is enacted or exists which provides due process against discharge, the discharge of a tenure teacher, as previously defined at the time the Act was repealed, shall be subject to the grievance procedure.
5. Any grievance which arises during the life of this Agreement may be processed until resolution in accordance herewith notwithstanding the expiration of the Agreement.
6. Unless it is agreed between both the Board and the Association to use released time, all preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or participating Association representative are to be at their

- assigned duty stations. The Board shall release, with pay, any three (3) individuals selected by the Association to attend arbitration or court hearings during the school day.
7. When referring to the grievance procedure, principal may mean assistant principal, and superintendent may mean designated representative(s).
  8. The original grievance form shall be returned to grievant(s) during each step.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of the Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board as soon as possible from date of ratification. Twenty extra copies shall be given to the President of the Association. The Agreement will also be made available on the APS network.
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers within the bargaining unit or to the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board retains the right to modify existing written policies or promulgate new policies from time to time as the need arises so long as the same are not in conflict with this Agreement. No existing or future school policy or regulation shall be in conflict with this Agreement.
- E. Adequately maintained parking facilities will be provided at all schools. This does not guarantee off-street parking if on-street parking is available within one block of school, nor does it guarantee parking adjacent to all school buildings.
- F. Key(s) to the building(s) to which the teacher is assigned shall be made available to the teacher upon request.
- G. The Board's representatives shall decide and announce on WLNS-Channel 6, WILX-Channel 10, WQTV-Channel 41, WOOD-Channel 8, WWMT-Channel 3, WNWN-p8.5 FM, WKFR-103.3 FM, WKMI-1360 AM, WRKR-107.7 FM, radio and television stations on days of excessive snow prior to 6:45 am whether or not school will be in session.
- H. Separate dining areas shall be provided for teachers in all schools.

- I. The principals will establish representative committees at each school for the joint development of written building policies. The Association representative(s) for each building will be included on these committees.
- J. All individual teacher contracts shall be issued on an annual basis and shall include the following phrase: This Contract is subject to the terms and conditions of the Master Agreement ratified between the Board of Education of the Albion Public Schools and the Albion Education Association.
- K. Released time without loss of pay for a teacher enrolled in an approved course at any college or university may be granted at the discretion of the Board if the course is offered after the pupils' day and if proper application in sufficient time is made for the teacher to have released time. This released time shall refer to the time between the close of the pupils' day and the close of the teacher's day.
- L. First aid kits shall be provided for each industrial arts, physical education, and science room in each secondary school. At least one first aid kit shall be placed at each elementary school. All teachers shall be given the opportunity to take instruction in effective use of first aid equipment.
- M. The Board and Association agree that the total educational level of the school system shall be maintained and, if possible, improved. It is agreed that the per pupil cost is one of the indicia.
- N. If there is a reading consultant at the Senior High School and if said person requests classroom space at the Senior High School, said space shall be provided.
- O. All itinerant teachers shall be organized as a single department ultimately responsible to one (1) single administrator.
- P. Provisions for showing audio-visual materials shall be provided in each building.
- Q. The parties recognize the right of the Board to make reasonable changes in such policies which are not inconsistent with or in violation of the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms of condition of employment is contemplated, which are not inconsistent with or in violation of the terms of this Agreement, the Association will be informed and given an opportunity to express its position as expressly provided for elsewhere within this Agreement. The Board will consider, during the life of this Agreement, any expressed positions of the Association or any recommended policies or policy changes relative to wages, hours and terms of condition of employment submitted by the Association.
- R. All positions of the Adult Education Program shall be posted as are other positions. All applicants currently employed as teachers in the Albion Public Schools shall be given first consideration.

- S. Both parties of this Agreement recognize the need for providing reading, both elementary and secondary, and diversity courses for teacher improvement. Teachers taking said courses whether arranged by the Board or by colleges and universities shall be reimbursed according to the terms of this Agreement. In addition, any necessary textbooks and course materials will be paid by the Board upon presentation of receipt for said materials by the teacher. It is recommended by both parties of the Agreement that the teaching staff complete courses in these areas.
- T. Teachers will cooperate with the Administration in terms of guarding doors, policing halls, or attending extra faculty meetings in emergency situations when they are completely informed of the situation or problems.
- U. The Director of Curriculum and the Instructional Council with the input of the K- 12 staff will develop uniform curriculum guidelines and procedures for the K-12 grades.
- V. Principals shall have teachers evaluate, by the end of each school year, those teacher aides with whom they have worked.
- W. The Albion Senior High School shall maintain its North Central Accreditation; however, only aspects of the North Central Accreditation standards which involve terms and conditions of employment may be the subject of a grievance.

## **ARTICLE IX**

### **ACADEMIC FREEDOM AND STUDENT RIGHTS**

- A. The parties agree that their goal is to educate their students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of/and respect for the Constitution and the Bill of Rights, and to instill appreciation of the individual. It is recognized that the democratic values can best be transmitted in an atmosphere which is free from arbitrary and artificial restraint upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

In providing for the stimulation of inquiry, the acquisition of knowledge and understanding, the thoughtful formulation of worthy goals, and to foster respect for education, the Board and Association agree that the students can expect:

1. A free and undistorted view of the subject matter with varying points of view.
2. The inclusion of all students regardless of sex, race, color, creed, or national origin in the opportunity to participate or benefit under any program without the granting of any discriminatory consideration or advantage.
3. That all confidential information obtained in the course of professional service not to be disclosed unless disclosure serves professional purposes or is required by law.

- B. Academic freedom shall be guaranteed to teachers, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional responsibility, and the Board's right to assure that subjects of study and class content comport with federal and state laws.
- C. Freedom of individual expression will be encouraged. If a situation arises where it becomes necessary to establish guidelines, a committee shall be formed to make such a determination. The committee will be composed of the following members:
  - Three (3) tenure teachers to be selected by the Association.
  - Three (3) administrators to be selected by the Board.
  - Two (2) parents mutually agreed to by the Association and the Board.

Any satisfactory solution must represent three-fourths majority of the committee (6 members). If the committee is unable to arrive at a satisfactory solution, the situation may be carried through the normal grievance procedure.
- D. State assessment tests will be used only as required by the state or federal agencies and as guidelines for the improvement of the curriculum and not used for evaluation of teachers unless required by the state.

**ARTICLE X**

**ECONOMIC ISSUES**

A. Basic Salary Schedules:

1. Minimum Salaries:

- a. Non-Degree..... 92% of B.A.
- b. B.A. or B.S..... Based on \$31,102 for 2005-06
- c. B.A. or B.S.+18 Semester Hours ..... 105% of B.A.
- d. M.A. or M.S..... 108% of B.A.
- e. M.A. or M.S.+15 Semester Hours..... 112% of B.A.
- f. M.A. or M.S.+30 Semester Hours..... 116% of B.A.

2. Maximum Salaries:

- a. The maximum salary for teachers without a degree shall be 127.5% of the non-degree base achieved in 0-5 steps.
- b. The maximum salary for teachers with a Bachelor's degree shall be 161.6% of the B.A. minimum achieved in 0-11 steps.

- c. The maximum salary for teachers with a Bachelor's degree plus 18 semester hours shall be 161.6% of the B.A. Plus 18 semester hours minimum achieved in 0-11 steps.
  - d. The maximum salary for teachers with a Master's degree shall be 168.4% of M.A. minimum achieved in 0-12 steps.
  - e. The maximum salary for teachers with a Master's degree Plus 15 semester hours shall be 168.4% of M.A. Plus 15 semester hours minimum achieved in 0-12 steps.
  - f. The maximum salary for teachers with a Master's degree Plus 30 semester hours shall be 168.4% of M.A. Plus 30 semester hours minimum achieved in 0-12 steps.
3. Annual percentage increments for salary schedules shall be:
- a. Non-Degree..... 5.5%
  - b. B.A. or B.S..... 5.6%
  - c. B.A. or B.S. +18 semester hours..... 5.6%
  - d. M.A. or M.S..... 5.7%
  - e. M.A. or M.S. +15 semester hours..... 5.7%
  - f. M.A. or M.S. +30 semester hours..... 5.7%

4. Salary Schedule

2005-2006 Salary Schedule shall be frozen at the 2004-2005 Level. Increments (step and longevity advances) shall be granted.

A teacher who is not eligible for a step increase will receive the equivalent of a 1% longevity stipend based on step 12 of their individual educational level.

The Salary Schedule shall be reopened for negotiations no later than March 15, 2006, to discuss and determine economics for the succeeding year of this agreement.

## 2005-06 Salary Schedule

<u>Step</u>	<u>Per Cent</u>	B.A. <u>100%</u>	B.A.+18 <u>105%</u>	
0	100.0%	\$31,102	\$32,657	
1	105.6	32,844	34,486	
2	111.2	34,585	36,315	
3	116.8	36,327	38,143	
4	122.4	38,069	39,972	
5	128.0	39,811	41,801	
6	133.6	41,552	43,630	
7	139.2	43,294	45,459	
8	144.8	45,036	47,287	
9	150.4	46,777	49,116	
10	156.0	48,519	50,945	
11	161.6	50,261	52,774	
L1	104% of step 11	52,271	54,885	
L2	107% of step 11	53,779	56,468	
L3	110% of step 11	55,287	58,051	
L4	113% of step 11	56,795	59,635	
L5	116% of step 11	58,303	61,218	
<u>Step</u>	<u>Per Cent</u>	M.A. <u>108%</u>	M.A.+15 <u>112%</u>	M.A.+30 <u>116%</u>
0	100.0%	\$33,590	\$34,834	\$36,078
1	105.7	35,505	36,820	38,134
2	111.4	37,419	38,805	40,191
3	117.1	39,334	40,791	42,247
4	122.8	41,249	42,776	44,304
5	128.5	43,163	44,762	46,360
6	134.2	45,078	46,747	48,417
7	139.9	46,992	48,733	50,473
8	145.6	48,907	50,718	52,530
9	151.3	50,822	52,704	54,586
10	157.0	52,736	54,689	56,642
11	162.7	54,651	56,675	58,699
12	168.4	56,566	58,660	60,755
L1	104% of step 12	58,829	61,006	63,185
L2	107% of step 12	60,526	62,766	65,008
L3	110% of step 12	62,223	64,526	66,831
L4	113% of step 12	63,920	66,286	68,653
L5	116% of step 12	65,617	68,046	70,476

<u>Step</u>	<u>Per Cent</u>	<u>2005-06</u> Non-Degree <u>100%</u>
0	100.0%	\$28,614
1	105.5	30,188
2	111.0	31,762
3	116.5	33,335
4	122.0	34,909
5	127.5	36,483

Experience Pay - Returning teachers who do not move between steps 0-11 on any of the B.A. schedules or steps 0-12 on any of the M. A. schedules shall receive an additional 1% of their respective schedule top step.

B.A. \$503	B.A. + 18 \$528	
M.A. \$566	M.A. +15 \$587	M.A. +30 \$608

5. The Board shall pay for each teacher the required retirement contribution to the Michigan Public School Retirement Fund.
6.
  - a. In order for a teacher to qualify for the Bachelor's Degree plus 18 semester hours, the 18 semester hours must have been earned subsequent to the granting of the Bachelor's Degree.
  - b. Teachers with two Master's Degrees shall qualify for the M.A. plus 30 schedule.
  - c. All teachers hired by the Albion Public Schools shall be placed on one of the salary schedules (or its modified form as spelled out in this Agreement) found in this Agreement.
  - d. For each multiple of three (3) SBCEU earned teachers shall be credited with the equivalent of one (1) semester hour. It shall be the teacher's responsibility to maintain records and provide documentation of said SBCEU's.
7. Outside Experience:
  - a. A teacher hired by the District shall receive credit for up to and including but not more than 5 years of experience in schools other than Albion for placement on the salary schedule.
  - b. Teachers shall be given credit for full-time teaching experience for active military service up to a maximum of two years. Years of active military service shall be figured to the nearest full year.
8. After a teacher has completed 14 years of service in the Albion Public Schools, he/she shall receive an additional increment of 4% of the maximum salary for his/her

schedule. Additional longevity payments of 3% shall be made at 5 year periods, provided that said teacher submits proof of having completed the equivalent of 6 additional semester hours of credit for each additional 5 year period, i.e., the 5 year period preceding the date at which said teacher will qualify for an additional payment. It is mutually agreed that leaves of absence taken prior to 1979-80 (except for Arbitration #54 39 0193 80) shall not be counted as years of service. Beginning in 1979-80 and hereafter professional study leaves, exchange teacher leaves, and sabbatical leaves shall count as years of service.

B. Extra Pay for Extra Work:

1. Athletics (Coaches)

a. Head Coaches

1. Football	13.0%
2. Boys' Basketball	13.0
3. Girls' Basketball	13.0
4. Wrestling	10.0
5. Girls' Swimming	10.0
6. Boys' Swimming	10.0
7. Baseball	8.0
8. Softball	8.0
9. Girls' Track	8.0
10. Boys' Track	8.0
11. Girls' Golf	6.5
12. Boys' Golf	6.5
13. Volleyball	13.0
14. Boys' Cross Country	6.5
15. Girls' Cross Country	6.5
16. Girls' Tennis	6.5
17. Boys' Tennis	6.5
18. Competitive Cheer	6.5

b. Assistant Coaches

1. Football	9.0%
2. Boys' Basketball	9.0
3. Girls' Basketball	9.0
4. Wrestling	6.0
5. Girls' Swimming	6.0
6. Boys' Swimming	6.0
7. Baseball	4.5
8. Softball	4.5
9. Boys' Track	4.5
10. Girls' Track	4.5
11. Volleyball	9.0

- c. Freshman Coaches
    - 1. Football 6.5%
    - 2. Boys' Basketball 6.5
    - 3. Girls' Basketball 6.5
    - 4. Volleyball 6.5
  
  - d. Middle School Coaches
    - 1. Girls' Basketball - 7th Grade (1) 4.0%
    - 8th Grade (1) 4.0
    - 2. Boys' Basketball - 7th Grade (1) 4.0
    - 8th Grade (1) 4.0
    - 3. Volleyball - 7th Grade (1) 4.0
    - 8th Grade (1) 4.0
    - 4. Wrestling - 7th & 8th combined (1) 4.0
    - 5. Girls' Track - 7th & 8th combined (2) 4.0 each
    - 6. Boys' Track - 7th & 8th combined (2) 4.0 each
  
  - e. Any new sport added will have a stipend determined according to the guidelines used in establishing the other coaching salaries, and by mutual consent of the Board and the Association.
2. Other Extra Work Pay Positions:

- a. Sideline Cheer Coach
  - 1. Middle School, Fall 3.0%
  - Middle School, Winter 3.0
  - 2. High School, Fall 6.5
  - High School, Winter 6.5

If cheerleading sponsor uses private car, he/she shall be paid the current IRS rate per mile for all approved mileage.

- b. Forensics 8.0%
  
- c. Instrumental Directors (6th thru 12th) 10.0%  
 High School band must play at all home football and basketball contests and at least three (3) vocal/instrumental programs put on for school/community each year.

Middle School band must have at least two (2) music programs for school/community each year.

- d. Vocal Directors (6th thru 12th) 4.0%  
 High School must have at least three (3)vocal programs put on for school/community each year.

Middle School must have at least two (2) vocal programs put on for school/community each year.

- e. Drama Director 3.0%/Play  
Three per cent (3%) additional compensation to an additional director will be provided for a musical production
  
- f. Yearbook
  - 1. High School 6.5%  
Two per cent (2%) extra work compensation will be made if said teacher has yearbook as a class assignment. This would be in lieu of the 6.5% rate. In order to receive extra work pay, yearbooks must be completed and scheduled to arrive no later than the following fall.
  
  - 2. Middle School 5.0%  
  
Two per cent (2%) extra work compensation will be made if said teacher has yearbook as a class assignment. This would be in lieu of the 5.0% rate. In order to receive extra work pay, yearbooks must be completed and scheduled to arrive prior to the end of present school year.
  
- g. Newspaper
  - 1. High School 6.5%  
If individual has newspaper as a class assignment, compensation will be two per cent (2%) instead of 6.5%. In order to receive extra work pay, at least three (3) student newspapers must be produced and distributed each semester.
  
  - 2. Middle School 5.0%  
If individual has newspaper as a class assignment, compensation will be two per cent (2%) instead of 5.0%. In order to receive extra work pay, at least three (3) student newspapers must be produced and distributed each semester.
  
- h. Athletic Director 20.0%  
Compensation will only be made if this position is not a full- or part-time administrative position.
  
- i. Student Council
  - 1. High School 2.0%
  - 2. Middle School 2.0
  - 3. Elementary 2.0

- j. Class Advisors: If more than one advisor is approved for grades 9, 10, or 11, then the agreed percentage compensation will be divided for that grade. For the 12th grade each advisor will receive 2.5%. No more than two advisors will be approved for the 12th grade.

1.	9th Grade	1.0%
2.	10th Grade	1.5
3.	11th Grade	2.0
4.	12th Grade	2.5

- k. Elementary School Safety Patrol (One per school) 2.0%  
If there is more than one per school, the agreed percentage of compensation will be divided by the number approved.

- l. Merit: (This may be granted to individual staff members at the Board's discretion.)

2005-06  
\$144-718

- m. Sponsorship of Administratively Approved Clubs (One sponsor per club)

2005-06  
\$313

- n. Department Chairpersons: If there are department chairpersons, it will be guaranteed there will be no less than six (6) departments in the High School. If there are department chairpersons in the Middle School, there will be no less than five (5) positions. If there are grade level chairpersons in the 3-5 elementary school, there will be no less than three (3) positions. If there are grade level chairpersons in the K-2 elementary school, there will be no less than three (3) positions.

2005-06  
\$472

- o. Travel Allowance

1. Teachers who are required to travel between two (2) schools

2005-06  
\$300

2. Teachers who are required to travel between more than two (2) school

2005-06  
\$600

p. Middle School Intramural Sports

1. Intramural Sponsor: Hourly rate same as for teaching non-credit course.

2005-06  
\$17.18

2. Intramural Sports Coordinator: Responsible for obtaining sponsors and arranging for the necessary materials and facilities.

2005-06  
\$617

- q. Mentor Teachers: Each mentor teacher shall have the option of being paid the amount from the schedule below as a stipend or an extra pay position. Mentor logs are to be turned in no later than the last working day for teachers. A teacher who does not meet this time frame will not be considered for mentoring the following year.

One (1) Mentor Teacher Assigned

2005-06

1 <sup>st</sup> Year	\$816
2 <sup>nd</sup> Year	644
3 <sup>rd</sup> Year	508
4 <sup>th</sup> Year	339

Two (2) Mentor Teachers Assigned

2005-06

1 <sup>st</sup> Year	\$438
2 <sup>nd</sup> Year	339
3 <sup>rd</sup> Year	255
4 <sup>th</sup> Year	168

Three (3) Mentor Teachers Assigned

2005-06

1 <sup>st</sup> Year	\$310
2 <sup>nd</sup> Year	240
3 <sup>rd</sup> Year	205
4 <sup>th</sup> Year	168

- r. Building Computer System Operator: The building computer system operator person shall be paid the rate of pay for secondary department chairpersons. In emergency situations, as determined by building administration and the site operator, the building computer system operator person shall be relieved of classroom duties until the situation is resolved.

2005-06  
\$472

Miscellaneous; such as summer school, homebound services, tutoring: The rate of pay for teachers per hour when assignment is outside of the school day or during the summer.

2005-06  
\$24.23

4. Chaperones on Athletic Trips: Personnel covered by this contract will be paid at the following rate per trip when they serve as chaperones on spectator buses for athletic trips:

2005-06  
\$28.63

The sponsor or coach of any activity or team shall not be considered as a chaperone on a spectator bus within the context of this provision of the contract.

5. Teachers in the area of business, industrial and trade skills may, as determined by the Board, be given credit for work experience on a year-for- year basis as provided in Article X, Section A, subsection 7, if the teacher is vocationally certified in these areas and teaches vocationally approved courses.
6. Regularly employed part-time teachers shall receive appropriately prorated compensation (compared to full-time teachers on the same step of the salary schedule) for each hour they instruct children.
7. Placement of Teachers on Intermediate Steps.
- a. If a new teacher is between two of the regular steps on the appropriate salary schedule, that teacher shall be given credit for experience or the equivalent according to the following:
1. 0- 50 days = no credit
  2. 51-107 days = one-half year of experience
  3. 108-180 days = one full year of experience

The teacher shall advance according to the regular salary schedule increments, including one-half step intervals. No teacher as a result of this section shall suffer loss of experience previously granted.

- b. Part-time teachers shall be placed on the appropriate salary schedule step as if they were full-time teachers and then their load at the appropriate salary for the teacher on part-time schedule.
  8. Evidence of qualification for change to another schedule shall be submitted to the Personnel Office on or before October 15 for first (1<sup>st</sup>) semester or March 1 for second (2<sup>nd</sup>) semester. Changes shall be retroactive to the date of qualification or the beginning of the semester whichever is later.
  9. Travel
    - a. Mileage rates for private cars on school business shall be at the current rate per mile as established by the Bureau of Internal Revenue (IRS).
    - b. School personnel who travel or attend functions as representatives of the Albion Public Schools shall have actual expenses paid. All reimbursements for expenses incurred due to travel /seminars, etc. must be submitted within two weeks of the date of the seminar or they will not be reimbursed. Reimbursement will be made within four weeks of the date of the seminar. All conference/workshop/seminar expenses during the month of June must be submitted by June 30 of that school year or they will not be reimbursed.
    - c. On school-related duties requiring travel outside the city, the school social worker shall be paid the current IRS rate per approved mile. This is in addition to the payment for travel between buildings found in Article X, B, 2, o.
  10. All of the Extra Work positions identified in Section B, 1 and 2, which use a percentage factor, said percentage is to be applied to the B.A. schedule at years of teaching experience. However, no teacher will receive less than he/she received for said Extra Work assignments during the 1981-82 school year.
  11. The above identified rates under "B - Extra Pay for Extra Work" are solely identified for bargaining unit personnel. All percentages referred to under this section are to be applied to the B.A. Schedule. The above positions are not mandatory and can be filled or not, at the Board's discretion. It is agreed that there was no agreement on Article X, Section B.11. regarding whether the contract is violated if non-bargaining unit members are offered more for extra work. The Board compromised its language with that understanding.
- C. Special Education personnel shall receive additional compensation of \$690 in 2005-2006. To qualify these teachers must do their medical billing by the 15<sup>th</sup> of the succeeding month
- D. Substitute Teachers:
1. The Board shall agree at all times to maintain an adequate list of substitute teachers.

2. Substitute teachers shall be on BA, Step 0, salary schedule pay after serving 25 consecutive days on the same assignment.
3. Teachers may substitute for other teachers in emergency situations but not to exceed one hour per day. They shall be paid for this hour as follows:

2005-06  
\$18.61

E. Fringe Benefits: Albion Public Schools will provide up to a maximum of \$1200.00 per month for health coverage for all full time employees. Employees may choose MESSA Choices II which would be fully paid by the district for the 2005-2006 school year and the 2006-2007 school year. In 2006-2007 Albion Public Schools will provide up to a maximum of \$1200.00 plus ½ the increase in rate of MESSA Super Care I 2006 over MESSA Super Care I 2005.

1. The Albion Public Schools will provide the following MESSA-PAC for the duration of this agreement for the full-time teacher and his/her eligible dependents. Full time teachers will use the election agreement and compensation reduction agreement form for full-time employees as found in Schedule E (both versions). Teachers who become part-time as result of involuntary partial layoff shall be considered full-time employees for the purpose of this provision only if they continue to be actively employed by the Board in full- or part-time teacher positions.)
  - a. MESSA-PAK PLAN A (for full-time teachers desiring health insurance-Core Plan) In accordance with the Master Agreement August 15,2000 – August 14, 2003, Article X.E.1.a. there is to be a change in Health Care. The effective date of this change from Super Care II to Super Care I shall be August 1, 2000.
    1. Health: Super Care I \$50/\$100 deductible
    2. Dental: Delta Dental Plan E/007
    3. Vision: VSP-2
    4. Life \$10,000(MESSA \$5,000 Basic Term and \$5,000 Group Supplemental)
    5. Prescription \$2.00 co-pay
  - b. MESSA-PAK PLAN B (for full-time teachers not desiring health insurance) (Option 1 Plan)
    1. Dental Delta Dental Plan E/007
    2. Vision:VSP-2
    3. Life:\$15,000 (MESSA \$5000 Basic Term and \$10000 Group Supplemental)
    4. An amount equal to MESSA SuperCare 1 Single Subscriber premiums which shall be applied in accordance with the employee’s election under the cafeteria plan, toward one or more of the following options:
      - a. additional cash compensation
      - b. short-term disability coverage

- c. long-term disability coverage
- d. supplemental life and AD&D coverage

The employee shall be responsible for the balance of any premium required under the option or options elected.

- c. Cash Option (Option 2 Plan): Additional cash compensation equivalent to the single subscriber premium for health insurance plan and the premium that would have been required for the Dental Plan, Vision Plan, Basic Term Life and AD&D Plan (\$5000) and Supplemental Term Life Plan (\$10,000).
- 2.
- a. Part-time Employees who elect MESSA-PAK Plan A (Core Plan coverage): will be required to contribute a percentage of the full MESSA-PAK Plan A premiums required for coverage each Plan Year. For each Part-time Employee, the Board shall pay the pro-rated portion of the full MESSA-PAK Plan A premium (Core Plan coverage) based on each such Employee's ratio or amount of time to the amount of full-time; 1/5, 2/5, 1/2, 3/5, or 4/5. Each Employee shall contribute the remaining premium required on a compensation reduction pretax basis to the extent permitted by applicable laws. In the event that Employee's compensation is insufficient to cover the required premium, such Employee contribution shall be made on an after-tax basis.
  - b. Part-time Employees who elect MESSA-PAK Plan B (Option 1 Plan coverage): will be required to contribute a percentage of the full MESSA-PAK Plan B premium for Dental, Vision and life insurance coverage under the Option 1 Plan. The pro-rated amount of premium is described in the paragraph above. In addition, such Employees shall be credited with a pro-rated portion of the single subscriber premium applicable to MESSA SuperCare2 coverage for such Plan Year. The pro-rated amount is based on the ratio described above. The pro-rated amount may be applied toward cash or optional benefits as provided in the Election Agreement and Compensation Reduction Agreement Form for Part-Time Employees as found in Schedule E (both versions). Each Employee shall contribute the remaining premiums required on a compensation reduction pretax basis to the extent permitted by applicable laws. In the event the Employee's compensation is insufficient to cover the required premium, such Employee contribution shall be made on an after-tax basis.
  - c. Part-time Employees who elect the Option 2 Plan: will receive a pro-rated portion of the full Option 2 Plan cash benefit. The pro-rated amount is based on the ratio described above. The full cash benefit is equivalent to the single subscriber rate premium for health insurance plus the premiums applicable to the Dental Plan, Vision Plan, Basic Term Life and AD&D Plan (\$ 5,000) and the MESSA Group Supplemental Term Life and AD&D Plan (\$ 10,000).

3. All elections shall be made in accordance with the rules set forth in the cafeteria plan and election form which is intended to comply with the current IRS code and are subject to the Master Agreement. One such rule is stated in the following paragraph:

The teacher shall file the necessary authorization for his/her 12 month selection of the above on or before October 1. This written authorization shall not be changed for a period of one year and may not be changed prior to October 1 of the year later than the one filed. In an emergency, an appeal from this may be directed to the Superintendent.

4. All cash received from the cafeteria plan shall be paid as additional compensation as provided in the cafeteria plan and shall be subject to applicable withholdings.
5. New hires and teachers returning from leave or layoff may enroll according to the carriers' and cafeteria plan's requirements. There shall be no obligation to the teacher until he/she is enrolled by the carrier.
6. The parties acknowledge the general provisions for the termination of health insurance benefits for those teachers who have exhausted all of their accrued sick leave and who are able to report for duty.

The following conditions shall apply to those teachers who have exhausted all accrued sick leave with the two exceptions: (1) those teachers who are on a leave under the Family and Medical Leave Act; or (2) those teachers who have a certified workers compensation injury but do not meet the FMLA guidelines. Normally an on the job injury qualifies under FMLA.

- a. **Newly Hired Teachers:** New teachers who are hired prior to the start of each school year must report for work on the first duty day of the school year and complete the first calendar month of employment to be eligible to participate in the annual MESSA open enrollment period. It is understood that any workday which has been set aside for authorized forms of leave shall be considered as a day worked for the purpose of meeting the requirement of completing the first calendar month of employment.

Teachers who are hired after the beginning of the school year shall be required to complete one full calendar month of employment before becoming eligible for insurance benefits. At the conclusion of the teacher's full month of employment and upon completion of the MESSA enrollment forms, the teacher's insurance coverage will begin at the earliest possible date that is consistent with MESSA's monthly billing procedure(s).

After the new teacher's first year of employment, the teacher's health insurance coverage will be treated in a manner consistent with the provisions of Sections b and c.

- b. Insurance Year : In any given school year, it is understood that all teachers will normally be entitled to continuous health insurance coverage for one (1) insurance year. The insurance year shall be twelve (12) months from October 1 through September 30. Unless otherwise deemed by MESSA, the annual enrollment period shall be the month of September.(Exceptions to the insurance year provision are delineated in Section c.)
- c. Termination of Health Insurance Coverage : Beginning with the 2000-2001 school year, and utilizing a three (3) phase incremental process, teachers who have exhausted all accrued sick leave days and who are off work without sick days to support their absence from the workplace may be subjected to the loss of their Board-paid health insurance benefits. If it is determined by the school administration that a teacher meets the foregoing conditions the following process may apply:

Phase 1. Consistent with paragraph above, the Board may begin the process of terminating a teacher's health insurance coverage sixty (60) calendar days following the exhaustion of all accrued sick leave days.

On the sixty-first (61<sup>st</sup>) day the Board may reduce its contribution towards the teacher's monthly health insurance premiums by fifty percent (50%). The teacher will then become responsible for the remaining fifty percent (50%) of the monthly premium and must make such a contribution to the school district within ten (10) workdays or the teacher's health insurance coverage may be terminated. The equal sharing of the monthly health insurance premium shall remain in place for thirty (30) calendar days.

Phase 2. Following the thirty (30) calendar days delineated above and providing the teacher is still off work and that he/she has exhausted all accrued sick leave days, the teacher shall have an additional thirty (30) calendar days for the continuation of health insurance coverage. During the additional thirty (30) calendar day period, the Board may further reduce its contributions to twenty-five percent (25%) of the total monthly health insurance premium. The teacher shall become responsible for remaining seventy-five percent ( 75%) of the total monthly premium, payable to the school district within ten (10) workdays, or the health insurance coverage may be terminated. The joint sharing of the monthly health insurance premium delineated in this paragraph shall continue for thirty (30) more calendar days.

Phase 3. At the conclusion of the second thirty (30) calendar day period of time, the Board may cease all contributions to the teacher's monthly health insurance premium and coverage may be cancelled, providing however, that the teacher will be advised in advance of the cancellation as well as the right to continue the health insurance coverage under COBRA provisions.

- 7. The Albion Public School District will provide \$20,000 of additional group term life insurance that will be paid to the teacher's designated beneficiary.

- a. The amount of group term life insurance to which a teacher is entitled will be prorated for each part-time teacher.
  - b. In the event of accidental death, the insurance will pay double the specified amount.
8. The Board shall make payment of insurance premiums for each employee to provide continuous coverage for the full twelve-month period commencing October 1 and ending the following September 30 for each year of this Agreement. Teachers new to the Albion Public Schools may pay health insurance premiums for the month of September by securing forms from the Association and by forwarding said forms, accompanied by a check for the exact amount of said premium, to the payroll clerk. The payroll clerk will record this information in the personnel file of each applicant and forward form and check to the proper insurance company.
9. Payroll Deductions
- a. Upon written authorization from a staff member, the Board of Education will deduct from wages and salaries for any or all of the following agencies:
    - 1. School Employees Credit Union
    - 2. Albion United Fund
    - 3. Tax-Sheltered Annuities
    - 4. Professional Dues
    - 5. Hospitalization, Health Insurance, MEA Super Medical Coverage and Income Protection
    - 6. Savings Bonds
    - 7. Long Term Disability Insurance
    - 8. Dental Care Insurance
    - 9. Life Insurance
    - 10. MEA Automobile Insurance Plan
    - 11. Vision Insurance
    - 12. MESSA/MEAFS Non-taxable Options
    - 13. Retirement years through MPSERS
  - b. The written authorization for deductions will remain in effect until written modification or discontinuance is filed with the Business Department.
  - c. Annual written authorization forms shall be required for the following types of deductions: Albion United Fund
  - d. All notices for changes must be filed at least 30 days prior to the payroll date the change is to be effective.

- e. The Board and the Association will determine which checks deductions shall be taken from.
- f. All legally required deductions shall be in addition to any of the above elective ones.
- g. Credit union deductions shall be taken from each check.

F. Professional Growth:

- 1. For each graduate semester hour (pro-rated for each term hour) beyond a Bachelor's degree taken by an Albion School District teacher, the following sum shall be paid:

- a. For each undergraduate semester hour on a planned graduate program or for an administratively approved course:

2005-06  
\$95

- b. For each graduate semester hour beyond a Bachelor's degree leading to a Master's degree; graduate semester hours in your major, minor, teaching area, or related areas; graduate semester hours beyond a Master's degree; or administratively approved graduate semester hours:

2005-06  
\$110

- c. For each graduate semester hour beyond a Bachelor's degree leading to an additional Master's, Specialist's, or Doctorate degree:

2005-06  
\$117

- d. A daily compensation rate given as a dollar amount or a prorated per hour amount will be paid for approved professional development activities(See Professional Development Summer List.

- 1. If any of these professional development activities are taken for college credit, the difference between the reimbursement for academic credit and the daily/hourly stipend will be paid.

- 2. In situations where a per day stipend is included as part of the training and it is less than the approved stipend, the Board will pay the difference up:

2005-06  
\$86.49 per day

3. Up to 3 semester equivalents that will count toward the next 2 longevity steps, if within a 6 year period, for training which can be taken for graduate credit. The difference will be paid as a stipend.
  2. Evidence that a teacher is working toward one of the above degrees shall be submitted to the Assistant Superintendent.
  3. The Board shall pay full tuition for all successfully completed administratively approved correspondence courses.
  4. The Superintendent shall approve or disapprove all applications for payment of courses.
  5. Applications and approval shall be secured prior to enrolling in courses as much as possible but not later than seven (7) days thereafter.
  6.
    - a. The application-payment forms for approval of courses shall be secured from building principals. These must be filled out, returned to the principal, forwarded to the Superintendent's designee, and the courses approved by him/her before, or within seven (7) calendar days after, enrolling in said courses in order to be eligible for payment.
    - b. Requests for payment of approved hours must be accompanied by a grade certificate or some other acceptable evidence of successful completion of work. Successful completion shall be defined as attaining a grade of "C" or better in the course work, or "credit/no credit course. The completed application-payment form should be returned to the principal for transmission to the Superintendent's office.
    - c. Payment for summer session work will be made on or after the second check in September following the summer session in which the work was taken. Staff members must have a contract and be teaching in the Albion Public Schools at the time payment for summer is made. Teachers on leave at the time of payment will receive payment for course work when returning from leave.
  7. The Board and the Association recognize the necessity of maintaining ongoing district wide school improvement. This joint planning and problem-solving process recognizes the importance of quality educational services as a fundamental priority and shared goal.

G. School Functions and Activities:

A teacher shall receive, upon request, a pass for free admission to all school functions and activities. Said pass will provide free admission for the teacher and one guest (this pass is non-transferable).

H. Terminal Leave:

1. In recognition of service to the school district, the following terminal leave payments shall be paid to a teacher upon retirement, or upon his/her death to his/her estate, provided such teacher shall have been employed by the school district for not less than a total of 20 years in the school district:

2005-06  
\$2140

2. The payment to teachers who have completed 30 or more years as teachers in the Albion Public School District shall be:

2005-06  
\$4007

3. Teachers who provide to the District on or before March 1 an early notice of intent to resign or intent to retire shall be paid an early exit incentive.

2005-06  
\$545

Early exit incentive payment is in addition to all other compensations including those in parts 1. or 2. above. It shall be made upon receipt of an irrevocable resignation or retirement letter.

The District agrees to keep such notification confidential except as necessary for discussions regarding level of staffing or for positing of positions to aid in recruitment of replacement staff.

4. A teacher may request, for tax purposes, payment of terminal leave in a lump sum or to be paid in equal annual payments over a two or three year period.
5. Service does not have to be continuous to qualify for terminal leave.

## **ARTICLE XI**

### **PERSONNEL POLICIES**

#### **A. Highly Qualified Elementary Teacher**

1. A highly qualified teacher at the elementary level who is new to the teaching profession must hold at least a bachelor's degree, and full state certification including passage of the Michigan test for Teacher Certification (MTTC) basic skills test and the comprehensive elementary examination. If the teacher is assigned to teach a specific content area in grades 6-8 they must pass the appropriate MTTC subject area examination.
2. A highly qualified teacher at the elementary level who is not new to the profession and was previously issued a Michigan teaching certificate prior to the implementation of the MTTC(1992); in addition to holding at least a bachelor's degree and full state certification, each teacher will need to provide evidence of meeting one of the following:
  - a. Passage of the MTTC general elementary exam and any subject area exams for which the teacher has endorsements and is or will be teaching in grades 6-8. Individuals who hold the old K-8 "all subjects" designation on their elementary teaching certificates may elect to take and pass the MTTC subject area exam for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject; OR
  - b. A graduate degree or coursework that is equivalent to an undergraduate major in subject area directly related to elementary teaching: OR
  - c. Achieve National Board Certification or credentialing in any subject(s) at an appropriate developmental level(s): OR
  - d. The following high objective uniform state standard of evaluation(HOUSE):
    1. Have at least 3 years of teaching experience at the elementary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for elementary education ; OR
    2. Have at least 3 years of teaching experience and or before the end of the 2005-06 school year, have completed an IDP plan approved by the local school improvement team. These must include completion of professional development activities aligned with the state professional standards and consisting of at least 90 contact hours or 6 semester hours of coursework in a standards based

subject/content area program related to the current teaching assignment, and documented with the local district on a form approved by the MDE: OR

3. Demonstrate competence of subject matter knowledge and teaching skills using a standards – based performance assessment reflecting the entry–level standards for Michigan teachers. The performance must be conducted by the local professional development review team/school improvement team and may include a variety of items. The plan, standards and evaluation must be submitted to the Michigan Department of Education for approval prior to implementation.

**B. Highly Qualified Middle and Secondary Level teacher**

1. A highly qualified teacher at the middle and secondary level(7-12) who is new to the profession must hold at least a bachelor’s degree and full state certification, including passing the MTTC basic skills test and subject area major and minor exams.
2. A highly qualified teacher at the middle and secondary level who is not new to the Profession and was issued a Michigan teaching certificate prior to the implementation of the MTTC; in addition to holding at least a bachelor’s degree and full state certification, each teacher will need to provide evidence of meeting one of the following options for each subject in which he/she teaches:
  - a. The MTTC subject area exams for which the teacher is endorsed and is, or will be, teaching in grades 7-12. Individuals who hold the old 7-8 “all subjects” may elect to take and pass the MTTC subject area exam for each subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s): OR
  - b. A graduate degree or coursework that is equivalent to an undergraduate major in the teaching field; OR
  - c. Achieve National Board Certification or credentialing in the subject(s) at an appropriate developmental level(s) that he/she teaches ; OR
  - d. Complete an individual professional development plan approved by the District’s School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework in a standards-based ( in accordance with the SBE approved standards that are aligned with the applicable Michigan Frameworks) subject/content area program related to the current teaching assignment: OR
  - e. Following the standards of HOUSE.

Each teacher in the elementary, middle or secondary level is responsible for selecting one of the options as a procedure to meet the NCLB highly qualified requirement by the end of the 2005-06 school year.

- C. In the event that the provisions of A & B are in conflict with NCLB law, and state and federal regulations, those laws and regulations shall prevail.
- D. Extra Duty Assignments:
1. Preference in assigning teachers to duties in addition to their normal teaching schedule, for the duration of this Agreement, including but not limited to such things as adult education courses, driver education courses, extra duties which are enumerated in Article X, and summer school courses shall be given to teachers regularly employed in the Albion Public Schools who are qualified for these extra duties.
  2. In terms of "Head Coach" positions, "qualified" shall be:
    - a. Two years coaching the sport at the middle school, high school or college level or
    - b. Two years playing the sport at the college level and attendance at eight (8) clinic hours in the sport, or
    - c. Two years coaching in a different sport, and
      1. High school varsity experience as a player and attendance at eight (8) clinic hours in the sport, or
      2. Introductory course in the sport, or
      3. Attendance at thirty-two (32) clinic hours in the sport.
  3. In terms of the positions of "assistant coach", "freshman coach" or "middle school coach", "qualified" shall be:
    - a. Experience coaching the sport at the middle school, high school or college level, or
    - b. Playing the sport at the college or high school level and attendance at clinic hours in the sport, or
    - c. Introductory course in the sport, or
    - d. Have attended eight (8) clinic hours and will attend first available annual rules meeting in the area.
    - e. Individuals who have been recognized by the head coach as an active volunteer for a team on a regular basis for at least one season.
  4. The above qualifications shall apply to both bargaining unit members and other coaching applicants. In the event that no qualified applicant is available, preference in hiring shall be given to bargaining unit member.

E. Vacancy and Transfer Policy:

1. A teacher may apply for any position at any time. Such application should be in writing addressed to the Superintendent of Schools.
2. Applications will be considered should such position become vacant either during the school year or during the summer. This application should be renewed annually, before the close of each school year.
3. In filling the vacancy or the filling of a voluntary transfer within the bargaining unit, the Board will first consider the teachers within the bargaining unit and further agree to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, building class level, and area of specialization, and other relevant factors. The decision of the Board as to the filling of such vacancy, however, shall be final.
4. Staff members shall be notified when any vacancies and/or newly created positions occur through general announcements posted in the buildings during the months school is in session. The Association President shall be provided with a copy of each vacancy and/or newly created position. During the months that school is not in session, general announcements will be posted at the school district personnel office with ten (10) copies of each general announcement sent to the President of the Association. General announcements shall include requirements for filling vacancies listed in the announcement. All applications for vacancies shall be in writing and received in the Superintendent's office by the deadline listed in the bulletin announcing said vacancy. No person shall be hired for the vacancy before the deadline of the written application has passed. All new positions not existing in the district before and all renamed positions listed in the general announcement shall have an accompanying job description.
5. Whenever the criteria for the position is changed, staff members, through the process set up in Article XI, section E, subsection 4, shall be notified so that persons formerly not eligible who wish to apply may do so. The Board shall have all rights to reassign teachers except as expressly limited by this Agreement.
6. Teachers with previous teaching experience in Albion, and presently employed in Albion, shall be given preference in grade placement over teachers new to Albion. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and involuntary transfers between schools may be necessary. While the right of determination to assign or involuntarily transfer a teacher is vested in the Board, the Board will only in cases of emergency or to prevent undue disruption of the instructional program assign or involuntarily transfer without prior discussion. Such transfer or changes in assignments shall be on a voluntary basis whenever possible.

7. In filling promotional vacancies to administration and supervisory positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district as well as applicants from outside the school district. The parties, however, recognize that filling of vacancies at the supervisory and administrative levels, and the filling of newly created supervisory and administrative positions, is the prerogative of the Board and the decision of the Board with respect to such matters shall be final.
  8. Any teacher who shall be transferred or promoted to an administrative or supervisory position, and shall later return to a teacher status, shall be returned to his/her former teaching position or a position of like nature, seniority, and pay as he/she held prior to accepting the administrative or supervisory position.
- F. All teachers shall be given written notice of their probable placement, including placement in buildings, early or later elementary and/or major subject area division at the secondary level, by the close of the school year. Necessary modifications of this probable placement by the Board should be made as soon as possible. Teachers shall be properly notified and consulted about major changes in their probable placement. Major changes shall include, but not necessarily limited to:
1. Transfer to a different building.
  2. Transferred from early elementary to later elementary or later elementary to early elementary.
  3. Transferred from one major subject matter area to another subject matter area. In no event will changes be made later than August 15th unless an emergency requires.
- G. Physical Examination:
1. For the protection of pupils and personnel, the Board may, as required by law, require proof of freedom from active tuberculosis in the form of an x-ray or tuberculin skin test as a condition of entering employment and as often thereafter as required by law for all full- and part-time personnel employed by the Board. The initial screening tests shall be provided by the Board. Any further costs shall be paid by the employee. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board shall return the employee to his/her former position, or position of like nature, seniority, and pay without prejudice.
  2. A physical examination may be required by a medical doctor at school expense when good cause can be shown as to the need for such examination and the Board feels the examination is warranted. If the Board shall require that any teacher (except for conscientious objection) have immunizations, cold or flu shots, etc., as a condition of employment or continued employment, the Board shall pay for the same.

## **ARTICLE XII**

### **PROFESSIONAL BEHAVIOR**

The Board and the Association recognize that abuses of sick leave, chronic tardiness, excessive absenteeism, or willful deficiencies in performance, by a teacher, reflect adversely on the teaching profession and on the quality of services provided to the students of Albion Public Schools.

It is agreed that when the Board suspects a teacher of any of willful deficiencies in performance, the Board shall bring such performance deficiencies to the attention of the teacher. If the teacher is to be disciplined for such delinquencies in professional performance, the teacher will be promptly notified in writing and disposition of the matter will then become subject to the provisions of Article V, Section I of this Agreement.

It is further agreed that the suspected abuse of sick leave will be primarily addressed through the use of this Article. However, suspected abuses of sick leave that interferes with the efficient delivery of pedagogical services to students may also be addressed during a teacher's performance review, as provided for in Article XIV of this Agreement.

## **ARTICLE XIII**

### **REDUCTION IN PERSONNEL**

- A. The term "seniority" as hereinafter used shall be length of continuous service with the bargaining unit since the last date of hire. Leave of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority. Administrative and supervisory service shall not be considered for the purpose of accumulating seniority. However, any administrator or supervisor who is returned to the classroom shall be credited with any prior accumulated seniority.
- B. Each year the Board shall prepare a seniority list by certification and classification, NCLB HQT status for assignment and transmit a copy of the same to the Association on or before the 1st day of November. The list shall be updated annually by May 1. In the event more than one individual has the same date of hire, all individuals so affected will participate in a drawing for each date of hire, to determine placement on the seniority list. Such drawing shall occur only once. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing, and given the opportunity to be present. The first name drawn shall be the first name on the seniority list (for that date), and proceed in that order. The Board shall draw the first name and the Association shall draw the second and proceed alternately until all names are drawn. If the Association is in disagreement on one or all parts of the seniority list and if mutual agreement between the parties cannot be reached on the disagreements, the Association may use the grievance procedure.

- C. Necessary reduction of personnel. The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, and in accordance with that realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available, hereby agree as follows:
1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum (including any programs which may be guaranteed in Article III).
  2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
    - a. Layoff will be on the basis of seniority, provided that the more senior teacher is certified and qualified for the available position. In the event the position held by a teacher is eliminated, the teacher shall be entitled to bump a less senior teacher if he/she is certified and qualified (including the ability to meet all NCLB HQT requirements starting in 2006-2007) for the position or a position which can be created by changing the assignments of less senior teachers. More senior teachers not being laid off shall upon request be voluntarily transferred in order to enable the Board to retain more senior teachers. This procedure is subject to the Michigan Teachers' Tenure Act.
    - b. It is expressly understood that the Association shall have the right to review the reduction list prior to notification of the individuals involved. After the reduction list has been prepared by the Board, the Association and Board shall review said list and attempt to resolve any and all conflicts. In the event there is a dispute concerning the reduction list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review took place.
    - c. The Board may lay off staff at the commencement of the school year provided written notice of layoff is sent to the Association and to the teacher at least twenty-five (25) days in advance of the first scheduled work day for teachers, and at the commencement of the second semester provided written notice is sent sixty (60) days in advance.
- D. Recall: Teachers shall be recalled on the basis of seniority, provided they are certified and qualified for the position in question.
- E. For purposes of this article, the term "qualified" shall mean:
1. The teacher meets the NCLB HQT requirements for the available position starting in 2006-2007.
  2. Elementary teachers (grades K-6) shall be deemed to be "qualified" if they are certified for the position to which they are assigned.

3. Special Education teachers shall be deemed to be "qualified" if they are certified and/or have state approval for the position to which they are assigned.
  4. Secondary teachers (grades 7-12) shall be deemed "qualified" if they have a major or minor in the subjects to be taught, or if they have an endorsement for the specific subjects other than an endorsement for all subjects, or if they have taught those subjects in grades 7-12 in the Albion Public Schools within the last eight (8) years. Exceptions may be made for the single class assignment outside the major or minor. Substitute teaching experience shall not count.
  5. In the specialized teacher areas of vocal music and instrumental music, the Board reserves the right to require teaching experience in addition to the qualifications set forth above. Substitute teaching experience shall not count.
  6. All qualifications as stated above shall appear on the seniority list.
- F. In case of any dispute arising out of this Article, any teacher shall have recourse to the grievance procedure.
- G. Continuous service in the school district shall begin with the last date of hire and continue until termination of employment. Transfers, promotions, demotions, leave of absence and/or staff reduction shall not constitute an interruption in continuous service.
- H. Any teacher involved in a staff reduction shall, upon return, have all previously accrued benefits reinstated.
- I. The Board will use reasonable effort to assist all teachers involved in the reduction to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.
- J. The certification and qualifications of a teacher shall be those on file with the Board at the time the notice of layoff or notice of recall is sent. Written proof from a college or university demonstrating completion of courses shall be sufficient to prove qualifications. It shall be the duty of the teacher to make sure that the Board's personnel files are up-to-date and accurately reflect the teacher's certification and qualifications.

## ARTICLE XIV

### TEACHER EVALUATION

- A. The performance of all teachers shall be observed and evaluated in writing. Only formal observations and evaluations shall be recorded on the observation and evaluation forms. Probationary teachers shall be observed at least twice in the first semester and once in the second semester. The first observation shall be made within sixty (60) school days after employment. Tenure teachers shall be observed and evaluated at least once every three (3) years (starting fall of 1993). In any non-evaluation year, teacher's performance will be assumed satisfactory unless otherwise documented. Each observation and/or evaluation of the probationary teacher shall be followed by a conference between the administrator and the teacher. Each observation and/or evaluation of a tenure teacher shall be followed by a conference between the administrator and the teacher if either party desires the conference. The writing of annual goals and/or objectives is to be a positive process intended to help the teacher grow instructionally and professionally.
- B. Observation and evaluation shall be conducted by the teacher's building principal or assistant principal(s) or the Central Office Administrators. An outside evaluator may conduct observation and evaluation in special circumstances if all the following conditions are met;
1. The teacher, the Association, and the building principal agree to use an outside evaluator, and
  2. The teacher, the Association, and the building principal agree upon the selection of the outside evaluator, and
  3. The outside evaluator has a current Michigan Teaching Certificate.
- C. Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher. An observation of an incident shall be deemed to be within the teacher's full knowledge if it is brought to the teacher's attention within five (5) days. Public address systems in school shall not be used for observation and/or evaluation.
- D. The District will institute an Individualized Development Plan as required by tenure law in consultation with the individual teacher.

During the four (4) years of a probationary teacher's probationary service an Individualized Development Plan will be in place. The probationary teacher's evaluation shall include an assessment of the teacher's progress on meeting the goals of the Individual Development Plan.

Two copies of all evaluations of observations shall be submitted to the teacher within five (5) days of the observation and/or evaluation. One (1) of the observations is to be signed by the teacher and returned to the administration. The other is to be retained by the teacher. In the event that the teacher feels his/her observation and/or evaluation was incomplete or unjust he/she may put his/her objections in writing and have them attached to the observation or evaluation report. If he/she does so, a conference with the Superintendent or his/her designee

shall be held. The teacher may likewise be entitled to object in writing to any goals or objectives the teacher feels have been unjustly established or to any adverse comments related to the failure to achieve goals and objectives of IDP. Upon request, a teacher shall be entitled to a conference with the Superintendent or designee to review any such written objections. In the event that the observation and/or evaluation is not favorable, and in the event that these are to be placed in the teacher's personnel file, both the observation and/or evaluation and the teacher's objection shall be placed in the file.

- E. It is agreed by the parties that the evaluation procedures in Article XIV, sections A, B, C, and D are subject to the grievance procedure. It is understood that the evaluative judgment of the administrator regarding the evaluation of any teacher is not subject to arbitration.
- F. The current criteria for evaluation of professional employees shall be submitted annually to the Association for its comments and suggestions, prior to being used. The Board and the Association shall appoint an equal number of members to a committee whose goal shall be to annually review and work out any differences that may arise from the evaluation process, i.e. procedure, criteria, forms, goals, and objectives.
- G. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, except confidential materials contained therein such as, but not necessarily limited to, college credentials, and recommendations from previous employers. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
  - All teacher evaluation reports.
  - Copies of annual contracts.
  - Teacher Certificate (copy).
  - A transcript of academic records.
  - Tenure recommendation.

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of said file.

- H. Discipline of teachers including, but not necessarily limited to, reprimand, suspension with or without pay, demotion, or discharge shall be subject to the grievance procedure unless previously barred therein.
- I. The Administration shall aid the teachers with instructional problems when requested. The Administration may retain outside consultants to assist it in aiding a teacher with instructional problems.
- J. When a teacher is asked to sign an observation and/or evaluation, such a signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- K. Recommendations to the Superintendent for reappointment shall be made in writing by the building principal on or before April 1st of each year. Annual evaluation shall be given to teachers no later than May 1st.

## **ARTICLE XV**

### **INSTRUCTIONAL COUNCIL**

- A. There is hereby established an Instructional Council consisting of four representatives appointed by the Board and four representatives appointed by the Association. Instructional Council meetings shall be held on request by either party up to and including ten (10) meetings per school year. Other meetings may be called by mutual agreement of the parties.
- B. The Instructional Council will be empowered to make recommendations to both the Board and the Association.
- C. The Instructional Council may consider instructional problems referred to it by the Board, the Association, or individual teachers.
- D. The Instructional Council may appoint committees, as it deems necessary, to study and report on topics.
- E. Subjects of study shall include, but not be limited to, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters, teaching tools, discipline, and problem children.
- F. The parties agree that the Instructional Council shall serve in an advisory capacity and that the failure of the Board or Association to place any of the recommendations in force shall not constitute a basis for grievance.
- G. The equivalent of fifteen (15) full days per year shall be granted to the Instructional Council for the purpose of formulation and construction of curriculum changes as well as modifications of and/or additions made to the curriculum.
- H. Additional expenses are subject to the approval of the Board.

## **ARTICLE XVI**

### **PROFESSIONAL FINANCIAL RESPONSIBILITY**

- A. All teachers, as a condition of continued employment, shall either:
  - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations), and

such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of a given year; or

2. Cause to be paid to the Association a representation fee equivalent to the dues of the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating that the teacher has failed to comply with this condition, shall immediately notify said teacher that his/her services shall be discontinued at the end of the current semester. The refusal of said teacher to pay the representation fee, which is deemed to be the sum required to ensure that nonmembers pay their proportionate share of costs of obtaining and administering the benefit of this Agreement, is recognized as just and reasonable cause for termination of employment.
- B. The Association shall not deny membership to any teacher because of race, creed, sex, marital status, or national origin.
- C. The Association agrees to indemnify and save harmless the Albion Public Schools, the Board, Board members, and employees for any damages, costs, or liability which may be incurred as a result of complying with sections A and B of this article. In the event legal action is instituted in a court or administrative agency, the Association agrees to defend such action at its own expense and through its own counsel provided:
1. The Board has taken the necessary steps to comply with this article;
  2. The Board and its designated representatives give timely notice of such action to the Association, and permits the Association intervention as a party if it so desires; and
  3. The Board cooperates with the Association and its counsels to the full extent authorized by law in securing and giving evidence, locating witnesses, and making relevant information available at both trial and appellate levels.

## **ARTICLE XVII**

### **MENTOR PROGRAM**

- A. Public Act 335 of 1993 amended the school code to provide intensive professional development for classroom teachers during their first three (3) years of employment. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the school code and shall perform the duties of a master teacher as specified in the code. In order to comply with these components, a mentoring program will be established for all probationary classroom teachers therein after referred to as new teachers during their first three (3) years of employment in classroom teaching. The Association and the Board will accept the final decision of the state agency(s) and/or courts as to who is required to have mentor teachers assigned.

B. Qualifications of Mentor Teachers.

1. The mentor teacher shall be a tenured or previously tenured teacher with a valid or expired Michigan teaching certificate with at least ten (10) years of successful teaching and/or administrative experience.
2. A certification endorsement or teaching experience at the level and/or area in which a new teacher is assigned.
3. A minimum of two (2) years with the ODDM process.
4. Such alternatives to the above as may be acceptable to both parties.
5. The above qualifications shall apply to both bargaining unit members and other mentor teacher applicants. In the event that no qualified applicant is available, preference in assignment shall be given to bargaining unit members.

C. Assignment of Mentors. The Board and the Association will jointly appoint all mentor teachers. At least one mentor teacher will be appointed for each new teacher during his/her first three (3) years of classroom teaching. Assignment of the mentor teacher will be made before the end of the new teacher's tenth (10th) instructional day in any new assignment. If agreement has not been reached on assigning a mentor teacher by that time, the Board may appoint the mentor teacher. Mentors who meet program qualifications will be selected on a voluntary basis. Every effort will be made to match mentor teachers and new teachers who work in the same building and have the same area of certification. If a new teacher is assigned to an elementary classroom, one mentor will be assigned. If a new teacher is assigned to a secondary classroom, one or more mentors may be assigned. If two mentors are assigned, the mentoring minimum requirements will be shared between the two mentors. If three mentors are assigned, the mentoring requirements will be shared equally between the three mentors. The mentor teacher appointment shall be for one (1) year subject to review by the mentor teacher and new teacher at the end of the year. The appointment may be renewed in succeeding years.

An administrator who served as a mentor teacher can not be part of the evaluation process for his/her probationary teacher during the teacher's probationary period. In the event that a problem should arise due to the implementation of a mentor teacher assignment, then the Association, the probationary teacher and the Board's representative shall work to a mutually acceptable solution.

D. Role of Mentor Teacher. Mentors will be expected to work in a non-evaluative way with the building principal/ administrator to support the growth and development of new teachers. The role of the mentor will include classroom visitations and feedback sessions with the new teacher with emphasis on the knowledge of instruction, organization of instruction, method of presentation, classroom control and management, interaction with students, teacher evaluation of students and professional responsibilities, such as school improvement. Mentors will be expected to assist, counsel and support new teachers. In addition, the mentor will help with the implementation of the mutually developed Individualized

Development Plan (IDP). A log indicating mentoring times will be signed by both the mentor and new teacher at the completion of each semester and will be attached to the IDP.

Neither the mentor teacher nor the new teacher shall be required, unless by law, to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the new teacher nor shall the new teacher be called as a witness in any grievance or administrative hearing involving the mentor teacher unless a criminal act is alleged.

- E. Mentor Training and Development. Mentor teachers will be encouraged to pursue professional development activities and training in the area of mentoring. The School District will provide at least one day of training annually at no cost to the mentor teacher. This training will be held during the regular school day. Other related professional development activities may be applied for through the established District process for attending conferences and/or professional development with the accompanying reimbursement by the District.
- F. Required Inservice for New Teachers. There will be fifteen (15) days of inservice that will be required for new teachers during their first three (3) years of employment with Albion School District. There will be five (5) required inservice days each school year. These days will total thirty (30) hours. The professional development activities for a new teacher will be outlined as a part of his/her IDP but can be adjusted if training options become available during the school year.

During the school year mutually scheduled activities falling outside the regular work day will be shared time programs similar to ITIP and Cooperative Learning.

No scheduled activities will take place outside the regular work day or year unless it is a shared time activity as referred to above or is a summer training activity which will be compensated at the current equivalent rate established for similar summer training activities, i.e. High Scope.

Mentor teachers will not be required to attend professional development activities for new teachers.

- G. Mentoring Program Time Requirements. Due to the varying needs and levels of new teachers, mentor teachers will adhere to the following program schedule:

- 1. New teachers with 4-year probationary periods who have 0-1.9 years of previous teaching experience.

Year 1	Minimum of 4 hours per month contact time September through May
Year 2	Minimum of 3 hours per month contact time September through May
Year 3	Minimum of 2 hours per month contact time September through May
Year 4	Minimum of 1 hour per month contact time September through May

2. New teachers with 4-year probationary periods who have 2.0 or more years of previous teaching experience.

Year 1&2     Minimum of 2 hours per month contact time September through May

Year 3&4     Minimum of 1 hour per month contact time September through May

3. New teachers with 2-year probationary periods.

Year 1&2     Minimum of 2 hours per month contact time September through May

Year 3        Minimum of 1 hour per month contact time September through May

Mentor teachers will be provided with released time to fulfill the contact requirements of classroom visitation. Where possible, the mentor teacher and new teacher shall be assigned common preparation time.

**ARTICLE XVIII**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of August 15, 2005, and shall continue in effect through the 14th day of August, 2007.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ALBION EDUCATION  
ASSOCIATION/AEA-MEA-NEA

ALBION PUBLIC SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_  
Vivian Davis, AEA President

By \_\_\_\_\_  
David G Moore, President

By \_\_\_\_\_  
Ted Knickerbocker  
Spokesperson of Negotiation Team

By \_\_\_\_\_  
Mario Morrow, Superintendent

## **SCHEDULE A**

### **SUMMARY OF GRIEVANCE PROCEDURE:**

**A. Grievance involving only one building:**

1. A teacher or the Association may file a grievance within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence.
2. After an incident, discuss orally with building principal.
3. If principal's oral decision is unsatisfactory, the grievant may invoke the grievance procedure through the Association on written form (Schedule B) within four (4) school days after building principal's oral decision or expiration of the principal's time for replying.
4. Building principal's written decision within four (4) school days after receipt of written grievance.
5. If the principal's written decision is unsatisfactory, Association may file written grievance with Superintendent within four (4) school days after principal's written decision.
6. Superintendent will arrange meeting with Association within four (4) school days after the receipt of the written grievance.
7. Superintendent's written decision within four (4) school days after meeting.
8. If Superintendent's written decision unsatisfactory, may file written grievance with Secretary of Board. The grievance must be filed within seven (7) days of the Superintendent's disposition or within fourteen (14) days after the meeting with the Superintendent or his/her representative. The Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the written grievances. This level is optional. If the Association bypasses the Board level, the Association shall notify the Board of its intentions to go to arbitration seven (7) days after the written disposition of the Superintendent or within seven (7) days after expiration of the Superintendent's time for replying to the grievance.
9. Board's written decision within seven (7) school days after Board meeting.
10. If Board's written decision unsatisfactory, can appeal grievance to arbitration within seven (7) school days after Board's written decision.
11. The Association must file its demand for arbitration within seven (7) days after notifying the Board of its intentions to go to arbitration. The arbitrator will hold a hearing and render a written decision.

B. Grievance involving more than one building:

1. A teacher or the Association may file a grievance within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence.
2. After an incident, discuss orally with Superintendent.
3. Superintendent has four (4) school days to render oral decision from time of discussion.
4. If Superintendent's oral decision unsatisfactory, grievant may invoke the grievance procedure through the Association on written form (Schedule B) within four (4) school days after the Superintendent's oral decision.
5. Superintendent will arrange meeting with the Association within four (4) school days after the receipt of the written grievance.
6. Superintendent's written decision within four (4) school days after meeting.
7. If Superintendent's written decision unsatisfactory, may file written grievance with Secretary of Board. The grievance must be filed within seven (7) days of the Superintendent's disposition or within fourteen (14) days after the meeting with the Superintendent or his/her representative. The Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the written grievance. This level is optional. If the Association bypasses the Board level, the Association shall notify the Board of its intentions to go to arbitration seven (7) days after the written disposition of the Superintendent or within seven (7) days after expiration of the Superintendent's time for replying to the grievance.
8. Board's written decision within seven (7) school days after Board meeting.
9. If Board's written decision unsatisfactory, can appeal grievance to arbitration within seven (7) school days after Board's written decision.
10. The Association must file its demand for arbitration within seven (7) days after notifying the Board of its intentions to go to arbitration. The arbitrator will hold a hearing and render a written decision.

NOTE: Written grievance forms (Schedule B) are available from Association Representatives in each building.

"Principal" may mean Assistant Principal.

"Superintendent" may mean designated representative.

**SCHEDULE B  
GRIEVANCE FORM**

I. School Building \_\_\_\_\_ Multiple Buildings \_\_\_\_\_

II. Date Incident Occurred \_\_\_\_\_ Oral Decision Date \_\_\_\_\_

III. Statement of Grievance (including specific section of Agreement violated):

IV. Relief Sought:

V. Signature of Grievant \_\_\_\_\_

Signature of Association Representative  
or Grievance Chairperson(s) \_\_\_\_\_

VI. LEVEL ONE:

A. Date of Filing \_\_\_\_\_

B. Disposition of Principal or Assistant Principal:

C. Signature of Building Principal  
or Assistant Principal \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Part VI will not apply if grievance involves more than one building.

VII. LEVEL TWO:

A. Request for Consideration of Grievance by Superintendent:

Date \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Signature of Association Representative  
or Grievance Chairperson(s) \_\_\_\_\_

B. Disposition by Superintendent or Designated Representative:

Signature of Superintendent or  
Designated Representative \_\_\_\_\_ Date \_\_\_\_\_

VIII. LEVEL THREE (OPTIONAL)

A. Request for Consideration of Grievance by Board of Education:

Date \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Signature of Association Representative  
or Grievance Chairperson(s) \_\_\_\_\_

Signature of Association President \_\_\_\_\_

B. Board's Disposition:

C.. Signature of Secretary of Board \_\_\_\_\_ Date \_\_\_\_\_

IX. LEVEL FOUR:

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition of Arbitrator:

C. Signature of Arbitrator \_\_\_\_\_ Date \_\_\_\_\_

## **SCHEDULE C**

### **PROCESS FOR GETTING A SUBSTITUTE**

Teachers needing a substitute should call 1-517-629-9166 between 5:00 pm and 7:00 am and leave the necessary information with the answering service.

Teachers who know before 3:00 pm of the day the substitute works that they will be out another day should call their principal who can ask the substitute to report for another day. If the teacher does not call, the substitute will not report for a second day.

Teachers are not to secure substitutes without first securing permission from central office. If teachers are going to be absent for any prolonged period, arrangements should be made, prior to leaving, through their building principal.

## SCHEDULE D-1

### 2005-2006 CALENDAR

- |  |  |
|--|--|
| 1. Preschool Workshop (New and returning teachers)   | Aug. 22, 23, 2005  |
| NOTE: Teachers shall have one of the two preschool inservice days for the exclusive use of room preparation and Association meeting. The Association will be allowed to use up to 2 hours of the above time to meet with new and returning teachers. |  |
| 2. Student Enrollment  | Aug. 24, 2005  |
| 3. Friday before Labor Day (no school)   | Sept 2, 2005   |
| 4. Labor Day (no school)   | Sept. 5, 2005  |
| 5. Progress Reports Due: HS and MS   | Sept. 26, 2005   |
| 6. 6-12 Parent-Teacher Conf.<br>Conferences: MS 3:15-6:00 pm, HS 5:00-8:00 pm<br>Conferences: MS 5:00-8:00 pm, HS 3:15-6:00 pm<br>Middle School and High School not in session   | Sept. 28, 29, 2005 (F#3a)<br>Sept 28, 2005<br>Sept. 29, 2005<br>Sept. 30, 2005 |
| 7. End of 1 <sup>st</sup> Marking Period   | Oct. 27, 2005  |
| 8. K-12 Records Days<br>Report Cards Due: HS, MS, and Elementary   | Oct. 28, 2005<br>Nov. 1, 2005  |
| 9. K-5 Parent-Teacher Conf.<br>Elementary: ½ day students:<br>K-2 8:15-11:35 am<br>3-5 8:25-11:45 am<br>K-5 Conferences: 12:45-3:30, 5:00-8:00<br>K-5 School not in session  | Nov. 2,3, 2005 (F#3a)<br><br><br><br><br><br>Nov. 4, 2005                      |
| 10. Thanksgiving (No school Th and F)  | Nov. 24-25, 2005   |
| 11. Progress Reports Due: HS and MS  | Dec. 5, 2005   |
| 12. K-12 Inservice   | Dec. 7, 2005   |
| 13. Winter Recess (Days not in session)  | Dec. 17, 2005-Jan. 2, 2006   |

14. End of Semester - ½ Days Students	Jan. 12, 2006 (F #1A, 1B & 4) Jan. 13, 2006 (F #2A, 2B & 4)
K-12 Records Day - ½ days	Jan. 12, Jan. 13, 2006 (F#4)
Report cards due- HS, MS, and Elementary	Jan. 18, 2006
15. Martin Luther King Jr. (School not in session)	Jan. 16, 2006
16. K-12 Inservice	February 1, 2006
17. Progress Reports Due: HS and MS	Feb. 13, 2006
18. Parent-Teacher Conferences 4:00-7:00	
Grades 3-8	Feb. 15, 2006 (F#3b)
Grades K-2, 9-12	Feb. 16, 2006 (F#3b)
K-12 : ½ day for students and teachers	Feb. 17, 2006 (F#1B, 6)
19. Mid-Winter Recess (Days not in session)	Feb. 18-26, 2006
20. End of 3 <sup>rd</sup> Marking Period	Mar. 23, 2006
21. K-12 Records Days	March 24, 2006
Report cards due- HS, MS, and Elementary	March 28, 2006
22. Spring Recess (Days school not in session)	April 1-April 9, 2006
23. Good Friday (No School)	April 14, 2006
24. Progress Reports Due: HS and MS	May 1, 2006
25. K-12 Inservice	May 3, 2006
26. Memorial Day (No School)	May 29, 2006
22. K-12 Records Days (1/2 days)	June 1, 2006 (F#1A, 1B, 4) June 2, 2006 (F#2A, 2B, 4)
23. End of Year (Students)	June 2, 2006
24. End of Year (Teachers)	June 2, 2006

Schedule D-2 Payday Calendar and Schedule D-3 Payroll Periods shall reflect the above schedule D-1.

Footnote #1A: The Middle School Schedule	1 <sup>st</sup> hour 2 <sup>nd</sup> hour 3 <sup>rd</sup> hour
Footnote #1B: The High School Schedule	1 <sup>st</sup> block 2 <sup>nd</sup> block
Footnote #2A: The Middle School Schedule	4 <sup>th</sup> hour 5 <sup>th</sup> hour 6 <sup>th</sup> hour
Footnote #2B: The High School Schedule	3 <sup>rd</sup> block 4 <sup>th</sup> block

Footnote #3: If it becomes necessary to cancel any scheduled elementary or secondary Parent-Teacher conference(s) either wholly or in part for reasons such as adverse weather, the portion of said conference(s) which was canceled shall be rescheduled **seven** calendar days later using the original form and format.

Footnote #3b: If it becomes necessary to cancel any scheduled elementary or secondary Parent-Teacher conference(s) either wholly or in part for reasons such as adverse weather, the portion of said conference(s) which was canceled shall be rescheduled **fourteen** calendar days later using the original form and format.

Footnote #4: Student attendance will be as follows: \*\*\*

Grades K-2: Student attendance from 8:15-11:35 am and record time from 12:35-3:05 pm.

Grades 3-5: Student attendance from 8:25-11:45 am and record time from 12:45-3:15 pm.

Grades 6-8: Student attendance from 7:30-10:50 am and record time from 12:00-2:40 pm.

Grades 9-12: Student attendance from 7:40 -10:55 am and record time from 12:05-2:45 pm.

Footnote #5: Full Record Days shall be 8:00 am-12:00 (noon) and 1:00-3:00 pm.

Footnote #6: Student attendance will be as follows (Teacher day ends with student day.): \*\*\*

Grades K-2: Student attendance from 8:15-11:35 am.

Grades 3-5: Student attendance from 8:25-11:45 am

Grades 6-8: Student attendance from 7:30-10:50 am

Grades 9-12: Student attendance from 7:40 -10:55 am.

\*\*\*Footnotes 4 and 6 may be adjusted a few minutes due to bus schedules.

ATTENDANCE DAYS:

**2005-2006**

<u>1<sup>st</sup> Semester</u>		<u>2<sup>nd</sup> Semester</u>	
August	6	January	11
September	20 (19 HS/MS)	February	14
October	20	March	22
November	19 (20 HS/MS)	April	14
December	11	May	21
January	<u>9</u>	June	<u>2</u>
	85		84

Total Attendance Days.....169

ADDITIONAL PAID DAYS: 2005-2006

Preschool Workshop	2	Aug. 22,23, 2005	
Friday before Labor Day		1	Sept 2, 2005
Labor Day	1	Sept. 5, 2005	
K-12 Inservice Day	3	Dec. 7, 2005, Feb. 1, & May 3, 2006	
K-12 Records Day	1	Oct. 28, 2005	
Conference Time Off K-5	1	Nov. 4, 2005	
6-12		Sept. 30, 2005	
Thanksgiving	2	Nov. 24,25, 2005	
Martin Luther King Jr. Day	1	Jan. 16, 2006	
K-12 Records Day	1	March 24, 2006	
Good Friday	1	April 14, 2006	
Memorial Day	<u>1</u>	May 29, 2006	
	15		

Total Paid Days.....184

## SCHEDULE D-2

### 2005-2007 PAYDAY CALENDAR

Paydays shall be as follows:

<u>Month</u>	<u>2005-2006</u>	2006-2007 schedules will develop with school calendars
August	26	
September	9, 23	
October	7, 21	
November	3 (Thur. – K-5) or 4, 18	
December	2, 16, 30	
January	13, 27,	
February	10, 24	
March	10, 24	
April	7, 21	
May	5, 19	
June	*2, 16, 30	
July	14, 28,	
August	11	

\* Checks will be issued for teachers requesting the remainder of their contractual pay on June 2 in 2006. The last day of school for teachers shall be June 2 in 2006. It is understood that these days are the last teacher workdays; therefore, should the school year be rescheduled as per Article III, Section B-3, these dates would be adjusted accordingly.

**SCHEDULE D-3**  
**PAYROLL PERIODS**

- A. Pay periods shall be every other Friday.
- B. All contracted teachers, either on a full-time or part-time basis, will receive their regular pay in the amounts of 1/26th of their contracted salary each pay period.
- C. A form shall be sent out by the Superintendent's office by May 7 of each year whereby the teacher can indicate on or before May 21 of each year the way the teacher would like to receive the remainder of the contractual pay.

These forms shall be returned to the building principals on or before May 21 of each year. If no form is returned to the building principal by May 21 of each year, the teacher shall receive the remainder of his/her contractual pay on the last day of school each year. If the teacher desires to receive his/her pay spread over the June, July, and August payroll periods, he/she shall so indicate on the form mentioned above and return to the building principal on or before May 21 of each year.

- D. A third pay option shall be as follows: A twenty-one (21) pay basis whereby all school year earnings are paid in equal allotments by the June pay day for teachers requesting the remainder of their contractual pay or paid promptly upon the satisfactory completion of all contractual services for the regular school year, whichever is later.
- E. In the event that for 2005-2006 a teacher should take pay option three (receiving 21 pays) and terminate employment with the District prior to the end of the teacher's work year, said teacher would be responsible for reimbursement to the District, dollars paid but not earned at the time of termination due to averaging of the two semesters.

**SCHEDULE E**

**CAFETERIA PLAN FOR ADMINISTRATORS AND EMPLOYEES COVERED  
BY THE MASTER AGREEMENT BETWEEN  
THE ALBION BOARD OF EDUCATION AND  
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/AEA-MEA-NEA**

**Election Agreement and  
Compensation Reduction Agreement Form  
For Full-Time Employees**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I have been provided with an explanation of the Cafeteria Plan For Administrators and Employees covered by the Master Agreement Between the Albion Board of Education and South Central Unified Bargaining Association/AEA-MEA-NEA (the "Plan") and have had the opportunity to discuss this form with my own attorney or other advisor. After reviewing carefully the alternatives available to me under the Plan, I hereby select the Core Plan, specific options under the Option 1 Plan or cash under the Option 2 Plan as follows:

Elect to receive qualified benefits under the Core Plan (MESSA-PAK Plan A).

Health Plan - Super Care 1  
Dental Plan - Delta Dental Plan E/007  
Vision Plan – VSP-2  
MESSA \$5,000 Group Basic Term Life & AD&D Plan  
MESSA Group Supplemental Term Life & AD&D Plan - \$5,000

Failure to check the Core Plan box above means that no Super Care 1 health plan coverage is provided to me or my family.

Elect to receive qualified benefits and optional benefits under the Option 1 Plan.

Dental Plan - Delta Dental Plan E/007  
Vision Plan – VSP-2  
MESSA \$5,000 Group Basic Term Life & AD&D Plan  
MESSA Group Supplemental Term Life and AD&D Plan - \$10,000

In addition, the Option 1 Plan allows the Participant to elect from the following options:

- Full optional cash in the amount set forth in the current Office Memo for the Plan Year, which is payable in installments each payroll.
- MESSA. Group Short Term Disability Plan protection with a weekly benefit amount of \$\_\_\_\_\_ (**fill** in). The premium cost is set forth in the current memo supplied to me.
- MESSA Group Long Term Disability Plan protection under  LTD Option 1 or  LTD Option 2 in the amount of \$\_\_\_\_\_ (**fill** in). The premium cost is set forth in the current memo supplied to me.
- MESSA Group Supplemental Term Life & AD&D protection at the  \$10,000,  \$20,000,  \$30,000 or  \$40,000 amount. The premium cost is set forth in the current memo supplied to me.
- Partial Option 1 cash option which reflects the amount of the full Option 1 cash option available after premium payment for the various Option 1 benefits selected above. No partial cash option is available if the Option 1 premiums for the benefits selected above equal or exceed the full cash option amount payable by the District for the Plan Year.
- Elect to receive no qualified benefits and instead to receive cash under the Option 2 Plan The amount of the full Option 2 cash option is set forth in the current Business Office memo for the Plan Year and is payable in installments each payroll.

I understand that:

- If I elected Option 1 benefits with premium payments which equal or exceed the current full cash option amount for the Plan Year, then I will not receive any cash option and further I understand, agree and consent to a reduction in my pre-tax compensation (and to the extent necessary my post-tax compensation) equal to the amount by which the cost of my elected Option 1 benefits exceeds the amount of the available cash option for the year.
- If I elected Option 1 benefits, I understand that such benefits shall be purchased on a pre-tax basis from the amount to the District-paid contribution to the extent permitted by applicable law. Further, I understand that the purchase of group life insurance protection in excess of \$50,000 (after taking into account group insurance protection purchased by the District) shall be purchased on an after-tax basis.

- I cannot change or revoke this benefit election agreement as of any date prior to the next October 1st unless I have a change in family status (i.e.' marriage, divorce, death of a spouse or dependent, birth or adoption of a child, commencement or termination of employment of my spouse, the switching from part-time to full-time employment status [or vice versa] by me or my spouse, the taking of an unpaid leave of absence by me or my spouse, a significant change in the health coverage of me or my spouse attributable to my spouse's employment, or such other events as the Administrator determines will permit a change or revocation of an election). Any change in the benefit election agreement must be made within 31 days of the qualifying event and be permitted by the applicable insurance company(ies).
- If my required contributions for the elected benefits are increased or decreased while this agreement remains in effect, my pay reduction will automatically be adjusted to reflect that increase or decrease except as limited under the collective bargaining agreement.
- Prior to October 1st of each new Plan Year, I will be offered the opportunity to change my benefit election(s) for the following Plan Year (October 1st - September 30th). If I do not complete and return a new election form as of the last school day prior to such October 1st, I will be treated as having elected to continue any benefit coverage then in effect for the new Plan Year. In addition, any compensation reduction agreement will continue by its terms in the amount of the required contribution for the new Plan Year.
- The District may reduce or cancel the amount of my pay reduction or otherwise modify this agreement in accordance with the Plan if believed advisable in order to satisfy certain provisions of the Internal Revenue Code.
- Any reduction in my cash compensation under this agreement will be in addition to any reductions under other agreements or benefit plans.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Accepted and agreed to by \_\_\_\_\_

DATE: \_\_\_\_\_

ALBION PUBLIC SCHOOLS

By: \_\_\_\_\_

## **SCHEDULE E-1**

### **CAFETERIA PLAN FOR ADMINISTRATORS AND EMPLOYEES COVERED BY THE MASTER AGREEMENT BETWEEN THE ALBION BOARD OF EDUCATION AND SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/AEA-MEA-NEA**

Part-time Employees who elect MESSA-PAK Plan A (Core Plan coverage) will be required to contribute a percentage of the full MESSA-PAK Plan A premiums required for coverage each Plan Year. For each part-time Employee, the District shall pay the pro-rated portion of the full MESSA-PAK Plan A premium (Core Plan coverage) based on each such Employee's ratio or amount of time to the amount of full-time; 1/5, 2/5, 1/2, 3/5 or 4/5. Each Employee shall contribute the remaining premium required on a compensation reduction pretax basis to the extent permitted by applicable laws. In the event that an Employee's compensation is insufficient to cover the required premium, such Employee contribution shall be made on an after-tax basis.

Part-time Employees who elect MESSA-PAK Plan B (Option 1 Plan coverage) will be required to contribute a percentage of the full MESSA-PAK Plan B premium for Dental, Vision and life insurance coverage under the Option 1 Plan. The pro-rated amount of premium is described in the paragraph above. In addition, such Employees shall be credited with a pro-rated portion of the single subscriber premium applicable to MESSA. SuperCare 1 coverage for such Plan Year. The pro-rated amount is based on the ratio described above. The pro-rated amount may be applied toward cash or optional benefits as provided in the Election Agreement and Compensation Reduction Agreement Form for Part-Time Employees. Each Employee shall contribute the remaining premiums required on a compensation reduction pre-tax basis to the extent permitted by applicable laws. In the event the Employee's compensation is insufficient to cover the required premium, such Employee contribution shall be made on an after-tax basis.

Part-time Employees who elect the Option 2 Plan will receive a pro-rated portion of the full Option 2 Plan cash benefit. The pro-rated amount is based on the ratio described above. The full cash benefit is equivalent to the single subscriber rate premium for health insurance plus the premiums applicable to the Dental Plan, Vision Plan, MESSA. \$5,000 Basic Term Life and AD&D Plan and the MESSA. Group Supplemental Term Life and AD&D Plan (\$10,000).

**SCHEDULE E-2**

**CAFETERIA PLAN FOR ADMINISTRATORS AND EMPLOYEES  
COVERED BY THE MASTER AGREEMENT BETWEEN THE  
ALBION BOARD OF EDUCATION AND  
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/AEA-MEA-NEA**

**Election Agreement and  
Compensation Reduction Agreement Form  
For Part-Time Employees**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I have been provided with an explanation of the Cafeteria Plan For Administrators and Employees Covered by the Master Agreement Between the Albion Board of Education and South Central Unified Bargaining Association/AEA-MEA-NEA (the "Plan") and have had the opportunity to discuss this form with my own attorney or other advisor. After reviewing carefully the alternatives available to me under the Plan, I hereby select the Core Plan, specific options under the Option 1 Plan or cash under the Option 2 Plan.

Elect to receive qualified benefits under the Core Plan (MESSA-PAK Plan A). I understand and agree that my compensation will be reduced as provided in Schedule A to the extent necessary to pay the employee contribution portion of the premium for MESSA-PAK Plan A protection which consists of the following:

- Health Plan - Super Care 1
- Dental Plan - Delta Dental Plan E/007
- Vision Plan – VSP-2
- MESSA \$5,000 Group Basic Term Life & AD&D Plan
- MESSA Group Supplemental Term Life & AD&D Plan - \$5,000

Failure to check the Core Plan box above means that no Super Care 1 health plan coverage is provided to me or my family.

Elect to receive qualified benefits and optional benefits or cash under the Option 1 Plan. I understand and agree that my compensation will be reduced as provided in Schedule A to the extent necessary to pay the employee contribution portion of the premium for MESSA-PAK Plan B protection which consists of the following:

- Dental Plan - Delta Dental Plan E/007
- Vision Plan – VSP-2
- MESSA \$5,000 Basic Term Life & AD&D Plan
- MESSA Group Supplemental Term Life and AD&D Plan - \$10,000

In addition, the Option 1 Plan allows the Participant to elect from the following options:

- Pro-rated Option 1 cash in the amount set forth in the current Business Office Memo for the Plan Year, which is payable in installments each payroll. The pro-rated cash portion is determined in accordance with Schedule A.
- MESSA Group Short Term Disability Plan protection with a weekly benefit amount of \$\_\_\_\_\_ (fill in). The premium cost is set forth in the current memo supplied to me.
- MESSA Group Long Term Disability Plan protection under  LTD Option 1 or  LTD Option 2 in the amount of \$\_\_\_\_\_ (fill in). The premium cost is set forth in the current memo supplied to me.
- MESSA Group Supplemental Term Life & AD&D protection at the  \$10,000,  \$20,000,  \$30,000 or  \$40,000 amount. The premium cost is set forth in the current memo supplied to me.
- Partial cash option which reflects the amount of the cash option available after premium payment for the various Option 1 benefits selected above. No cash option is available if the Option 1 premiums for the benefits selected above equal or exceed the cash option amount available for a part-time Employee in accordance with Schedule A for the Plan Year.
- Elect to receive no qualified benefits and instead to receive pro-rated cash under the Option 2 Plan. The amount of the Option 2 cash option is set forth in the current Business Office Memo for the Plan Year and is payable in installments each payroll. The pro-rated cash portion is determined in accordance with Schedule A.

I understand that:

- I agree and consent to a reduction in my pre-tax compensation (and post-tax compensation, if required) equal to the amount of the employee contributory premium costs for Core Plan or Option 1 Plan coverage in accordance with my elections.
- If I elected Option 1 benefits and the premium payments exceed the available cash option amount for the Plan Year, then I will not receive any cash option and further I understand, agree and consent to a reduction in my compensation equal to the amount by which the cost of my elected Option 1 benefits exceeds the amount of the available cash option for the year.
- If I elected Core Plan or Option 1 benefits, I understand that such benefits shall be purchased on a pre-tax basis from the amount of the District-paid contribution and my contributions to the extent permitted by applicable law. Further, I understand that the purchase of group life insurance protection in excess of \$50,000 (after taking into account group insurance protection purchased by the District) shall be purchased on an after-tax basis.

- I cannot change or revoke this benefit election agreement as of any date prior to the next October 1st unless I have a change in family status (i.e., marriage, divorce, death of a spouse or dependent, birth or adoption of a child, commencement or termination of employment of my spouse, the switching from part-time to full-time employment status (or vice versa) by me or my spouse, the taking of an unpaid leave of absence by me or my spouse, a significant change in the health coverage of me or my spouse attributable to my spouse's employment, or such other events as the Administrator determines will permit a change or revocation of an election). Any change in the benefit election agreement must be made within 31 days of the qualifying event and be permitted by the applicable insurance company(ies).
- If my required contributions for the elected benefits are increased or decreased while this agreement remains in effect, my pay reduction will automatically be adjusted to reflect that increase or decrease except as limited under the collective bargaining agreement.
- Prior to October 1st of each new Plan Year, I will be offered the opportunity to change my benefit election(s) for the following Plan Year (October 1st-September 30th). If I do not complete and return a new election form as of the last school day prior to October 1st, I will be treated as having elected to continue any benefit coverage then in effect for the new Plan Year. In addition, any compensation reduction agreement will continue by its terms in the amount of the required contribution for the new Plan Year.
- The District may reduce or cancel the amount of my pay reduction or otherwise modify this agreement in accordance with the Plan if believed advisable in order to satisfy certain provisions of the Internal Revenue Code
- Any reduction in my cash compensation under this agreement will be in addition to any reductions under other agreements or benefit plans.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Accepted and agreed to by \_\_\_\_\_

DATE: \_\_\_\_\_

ALBION PUBLIC SCHOOLS

By: \_\_\_\_\_

## SCHEDULE F

### 9:00 ASSEMBLY HOUR

1st Hour:	8:05 Announcements	44 minutes
	8:10 Class Begins	
	8:54 Class Ends	
	9:00-10:00 Assembly	71 minutes between end of 1st hour and beginning of 2nd hour
2nd Hour:	10:04 Warning Bell	44 minutes
	10:05 Class Begins	
	10:49 Class Ends	
3rd Hour:	10:53 Warning Bell	44 minutes
	10:54 Class Begins	
	11:38 Class Ends -- 'A' Lunch Begins	
4th Hour:	11:42 Warning Bell	
	11:43 Class Begins	
	12:08 'A' Lunch Ends	
	12:12 Warning Bell	Each class, 44 minutes
	12:13 Class Begins	
	12:27 Class Ends -- 'B' Lunch Begins	'A' and 'B' Lunches, each 30 minutes
	12:57 Class Ends -- 'B' Lunch Ends	
5th Hour:	1:01 Warning Bell	
	1:02 Class Begins	44 minutes
	1:46 Class Ends	
6th Hour:	1:50 Warning Bell	
	1:51 Class Begins	44 minutes
	2:35 Class Ends	

*(more)*

## 10:00 ASSEMBLY HOUR

1st Hour:	8:05 Announcements 8:10 Class Begins 8:54 Class Ends	44 minutes
2nd Hour:	8:58 Warning Bell 8:59 Class Begins 9:43 Class Ends  9:50-10:50 Assembly	44 minutes   72 minutes between end of 2nd hour and beginning of 3rd hour
3rd Hour:	10:54 Warning Bell 10:55 Class Begins 11:39 Class Ends -- 'A' Lunch Begins	44 minutes
4th Hour:	11:43 Warning Bell 11:44 Class Begins 12:09 'A' Lunch Ends 12:13 Warning Bell 12:14 Class Begins 12:28 Class Ends -- 'B' Lunch Begins 12:58 Class Ends -- 'B' Lunch Ends	Each class, 44 minutes  'A' and 'B' Lunches, each 30 minutes
5th Hour:	1:02 Warning Bell 1:03 Class Begins 1:47 Class Ends	44 minutes
6th Hour:	1:51 Warning Bell 1:52 Class Begins 2:35 Class Ends	44 minutes

*(more)*

## 1:30 ASSEMBLY HOUR

1st Hour:	8:05 Announcements	
	8:10 Class Begins	
	8:52 Class Ends	42 minutes
2nd Hour:	8:56 Warning Bell	
	8:57 Class Begins	
	9:39 Class Ends	42 minutes
3rd Hour:	9:43 Warning Bell	
	9:44 Class Begins	
	10:26 Class Ends	42 minutes
	CHANNEL ONE	12 minutes
4th Hour:	10:38 'A' Lunch Begins	
	10:42 Warning Bell	
	10:43 Class Begins	
	11:08 'A' Lunch Ends	
	11:12 Warning Bell	Each class, 39 minutes
	11:13 Class Begins	
	11:22 Class Ends -- 'B' Lunch Begins	'A' and 'B' Lunches, each 30 minutes
	11:52 Class Ends -- 'B' Lunch Ends	
5th Hour:	11:56 Warning Bell	
	11:57 Class Begins	42 minutes
	12:39 Class Ends	
6th Hour:	12:43 Warning Bell	
	12:44 Class Begins	42 minutes
	1:26 Class Ends	
	1:31-2:35 Assembly	65 minutes

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