

AGREEMENT

BY AND BETWEEN

EDWARDSBURG BOARD OF EDUCATION

&

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

2006-2008

(CONTRACT ROLLOVER 2008-2009)

(CONTRACT ROLLOVER 2009-2010)

(CONTRACT ROLLOVER 2010-2011)

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A G R E E M E N T

THIS AGREEMENT, entered into this 1st day of July, 2006, by and between the BOARD OF EDUCATION OF THE EDWARDSBURG PUBLIC SCHOOLS of Edwardsburg, Michigan, hereinafter referred to as the "Board" and the SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

Section 1: The Board hereby recognizes the SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, for only the certified teaching personnel, including librarians/media specialists and counselors, employed by the Edwardsburg Public Schools on an annual basis under contract for a regular assignment but excluding supervisory, administrative, executive personnel, substitute teachers and all hourly or daily rated employees.

- (a) The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Southwestern Michigan Education Association in the bargaining or negotiating unit as defined above.
- (b) The term "Board" shall include its officers and agents. The board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

Section 2: For the purposes of this Article, a substitute teacher shall be defined as a certified teacher who is hired on a daily basis to replace a teacher. If a teacher resigns with more than 60 consecutive student days remaining and a certified teacher replacement is hired, the replacement teacher shall be given a pro-rated teacher's contract and afforded all the benefits of this Agreement for each full month of employment included in the said pro-rated contract.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

Section 1: The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States, including but without limiting the generality of the foregoing, not subject to the grievance procedure, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities and the assigned activities of its employees;
- (b) 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 and to determine the size of the work force;
- (c) To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
- (e) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities and the terms and conditions of employment;
- (f) To modify, adjust or change teaching conditions for experimental classes including the use of new technology and innovative approaches in the educational program;
- (g) To adopt policies, rules and regulations and to formulate and implement educational policy.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE III - WORK HOURS

Section 1: Each teacher will work thirty-six (36) hours and thirty-five (35) minutes per week, which will include:

- (a) For secondary teachers (Grades 6-12) twenty-six (26) hours, thirty-five (35) minutes of classroom teaching or other instructional assignment. It is understood that these hours shall be regularly assigned for the school term and may include a seven period day at the secondary level. Any time not assigned to instructional duties shall be spent on preparation, homerooms or supervised study.

(1) Assistance given to specialists by the regular teacher will be on a voluntary basis.

- (b) Five (5) hours of student supervision per week.

(1) Any time not spent on student supervision will be spent on preparation or other duties as assigned by the principal.

- (c) Five (5) hours of preparation per week.

- (d) In the event a teacher believes it is necessary to leave school district premises for research, planning, meeting with parents, material gathering, consultation with specialists or other activities which are job related, the teacher shall request permission to do so from his/her principal.

Section 2: Each teacher will have an unassigned, duty-free lunch period of at least one-half (1/2) hour per day.

Section 3: These hours are mandatory unless the building principal wishes to excuse teachers earlier in specific cases. The merit of such requests will be weighed by the building principal. This decision in any case will not be subject to grievance or of any concern to the Association.

Section 4: On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's regular school day, provided the teacher has fulfilled his/her seven (7) hour workday that day.

Section 5: Extra-curricular activities may begin before the school day begins or after the close of the pupil's regular school day, provided the teacher has fulfilled his/her seven (7) hour workday that day.

Section 6: Except as noted in this Section, no departure from the above hours shall be made without prior negotiated agreement with the Association President. The Board may depart from the above hours after consultation with the Association President in accordance with the following:

- (a) In case of emergency or the exceptions agreed upon in Sections 4 and 7 of this Article.
- (b) If the Board determines it is necessary to do so in order to satisfy current or future State requirements pertaining to minimum number of hours of pupil instruction or to receive full State aid.

ARTICLE III – WORK HOURS

Section 7: Teachers will attend all meetings called by the administration without added compensation. Attendance at such meetings in excess of five (5) hours per month shall be voluntary. Such meetings will be limited to a maximum of five (5) hours per month. Teachers will be given forty-eight (48) hours prior notice of all such meetings except in case of emergency.

Section 8: If an adequate number of teachers as determined by the principal do not volunteer to perform recess or lunchroom supervision, teachers may be assigned to perform these duties. Any teacher performing lunchroom or recess supervision shall be paid at the rate of \$23.00 per hour.

Section 9: Teachers who agree to an administrative request to substitute for other teachers during their planning period shall be paid at the rate of \$23.00 per class period. Teachers who substitute for another teacher by assuming responsibility for the absent teacher's students in addition to his/her students, shall be paid at the rate of \$23.00 per class period, provided, however, that the compensation for a full or partial day of substituting shall not exceed \$100.00 per day.

ARTICLE IV - SCHOOL CALENDAR

Section 1: The school calendar will be based on the following criteria:

- (a) The student calendar shall incorporate no less than the minimum number of days and the minimum number of instructional hours required by the State of Michigan.
- (b) The teacher calendar shall include four (4) paid holidays and no less than the required number of professional development days.
- (c) The calendar for the next school year shall be discussed thoroughly by the administration with duly authorized Association members appointed by the local S.M.E.A. unit President prior to submitting the calendar for adoption.
- (d) Changes of the calendar made after adoption of the calendar by the Board of Education shall be negotiated with the Association.

Section 2: In the event legislation prohibits school districts from counting days lost as a day of student instruction (e.g., days lost due to inclement weather) then the Board shall be entitled to reschedule such days and teachers shall not be entitled to additional compensation for working on the rescheduled days. The administration shall negotiate with the Association within five (5) days of the first student attendance day following the day(s) lost before rescheduling such days.

The days will be rescheduled at the end of the year unless the Board and Association mutually agree otherwise.

The days that are rescheduled will contain the same number of hours of student contact time as the days that were lost unless the Board and Association agree otherwise.

Section 3: A committee composed of representatives of the Board and Association shall be formed to study and make recommendations regarding the structuring of the elementary and primary school day. Representatives from the transportation department shall also be included on the committee. The committee shall make recommendations regarding how the school years should be structured to satisfy State requirements pertaining to student instruction time. The recommendations shall be approved by the Board and Association before any recommended changes are made to the calendars pertaining to the aforementioned school years.

ARTICLE V - TEACHING ASSIGNMENTS

Section 1: Transfers

- (a) The Superintendent shall be responsible for the transfer of all faculty personnel.
 - (1) Whenever a teacher is reassigned to a different school building he/she shall be notified at least thirty (30) days prior to the date of the effective transfer semester. If the transfer was necessitated by a short notice departure of a teacher, such notification shall be made within six (6) working days after the principal has been made aware of the vacancy.
 - (2) The teacher involved in the transfer will be granted a consultation with the Superintendent prior to the reassignment.
- (b) Any faculty person desiring a transfer for the next year shall first notify the administrator to whom he/she is responsible and then shall submit his/her request in writing to the Superintendent. The Superintendent's decision shall be final and not subject to the grievance procedure in all transfer cases.

Section 2: Vacancies

- (a) Whenever vacancies in the bargaining unit occur during the school year and are to be filled at the start of the following school year, such vacancies will not be filled until after being posted so that interested faculty personnel may apply for such vacancy. In cases of summer vacancies, notification will be directed to qualified teachers who make application to the office of the Superintendent prior to June 1st of any given year.
- (b) In the event vacancies in the bargaining unit occur, the Board shall fill the vacancy by recalling a laid off staff member who is certified and qualified for the vacancy. If there is no certified and qualified staff member on layoff, the Board shall have discretion to: (1) fill the vacancy temporarily until the end of the school year if the vacancy occurs during the school year; or (2) post the vacancy so that interested faculty personnel may apply for it. In the event such a vacancy is filled temporarily until the end of the school year, it shall subsequently be posted, so that interested faculty personnel may apply to be employed in the vacancy effective at the start of the following school year. An individual temporarily employed to fill a vacancy occurring during the school year until the end of the school year shall not acquire seniority or any contractual rights to continued employment.
- (c) In the event of a vacancy in a professional teaching position, bargaining unit members with qualifications equal to those of non-bargaining unit members will be given preference.
- (d) All postings shall include a description of the assignment. Postings shall stand five (5) days prior to filling.

ARTICLE VI - LAYOFF AND RECALL

Section 1: It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:

- (a) The Board, through its agents, will determine the curriculum and the positions, which should be eliminated, reduced, or continued.
- (b) Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority, or the specific position to which the Board determines the teacher with less seniority should be assigned. Provided, further, that this procedure shall be subject to the Michigan Teachers' Tenure Act.
- (c) The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff thirty (30) calendar days in advance of the effective date of the layoff.
- (d) In the event an employee is given notice of layoff to be effective during or at the beginning of a school year and is subsequently recalled for or during that school year, the teacher's salary shall be reduced by an amount equal to the amount of unemployment compensation paid to the teacher so that the sum of his/her unemployment compensation plus salary does not exceed the salary the teacher would have earned for the school year had he/she not been laid off.

Section 2: "Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absence and layoff shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service was at full teaching load. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

Section 3: The Board shall prepare and present to the Association President a current seniority list prior to December 15th of each year. It is the Association's duty to review the list with teachers. The seniority list shall also contain information regarding the employees' certification. The Association shall have thirty (30) days from receipt of the list to object. Any objection must be in writing. Failure to object by the Association or any teacher within the aforementioned thirty (30) day period shall conclusively and irrebuttably be construed as an agreement that the list is accurate.

Section 4: The certification and qualifications of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes. The layoff or failure to recall a teacher shall not be subject to challenge on the basis that the teacher's certification and/or qualification was other than that which was on file with the Board at the time of the sending of the notice of layoff or recall.

Section 5: Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified and qualified for the vacancy or vacancies to be filled. This procedure shall, however, be subject to the Michigan Teachers' Tenure Act. A teacher shall lose all recall rights if the teacher is not recalled within three (3) years from the effective date of layoff.

Section 6: Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will indicate his/her desire to accept or reject an offer of recall, within ten (10) days from the date the notice of recall is received or within (20) days from the date the notice was sent, whichever occurs earlier. In the event a teacher does not accept a full-time position offered by the notice of recall within the aforementioned period, this shall conclusively and irrebuttably be construed to constitute a resignation and/or the teacher's abandonment of his/her employment by the Board subject to the provisions of the Tenure Act; provided, however, a laid off teacher who is employed under contract by another Michigan public school district at the time of recall may refuse recall. However, if the teacher is subsequently offered a full-time position for the following school year, the teacher's refusal of the offer shall irrebuttably and conclusively constitute the teacher's resignation and employment shall automatically terminate, subject to the provisions of the Tenure Act.

ARTICLE VII - CONCERTED ACTION PROHIBITION

Section 1: The Association or its members shall not engage in nor encourage concerted action of any type against the school district, which would be in violation of this contract or in violation of the Public Employment Relations Act.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (a) The termination of services or failure to re-employ any probationary teacher;
- (b) The termination of services or failure to employ or re-employ any teacher to a position on the extra curricular schedule;
- (c) Any matter involving the substantive portion of a teacher's evaluation. Any grievance filed shall involve procedure only.
- (d) Any matter within the jurisdiction of a state or federal agency.

Section 2: The Board hereby designates the principal of each building to act as its representative at Level One and Level Two as hereinafter described. Should the principal be unavailable at Level Two, the Superintendent or his/her designated representative will act as the representative for the Board of Education.

Section 3: The term "days" as used herein shall mean teacher work days. In the event grievances are not settled by the end of the school year, the time limits shall continue with each subsequent Monday through Friday being considered as working days.

Section 4: Written grievances as required herein shall contain the following:

- (a) It shall be signed by the grievant or grievants;
- (b) It shall be specific;
- (c) A brief description of the alleged violation;
- (d) It shall cite the section or subsections of this contract alleged to have been violated;
- (e) It shall contain the date of the alleged violation;
- (f) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5: The occurrence shall be defined as the alleged violation; or in cases where the teacher receives official notification of an action that may constitute a violation of this Agreement, such notification, may be designated as the occurrence. In cases where a deduction from pay is involved, official notification of such deduction shall represent that occurrence of the alleged violation.

Section 6: Level One - A teacher or the Association alleging a violation of the express terms and conditions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

Level Two - If the teacher or the Association is not satisfied with the disposition of the grievance at Level One, or if no disposition is made, he/she may present, in writing, this grievance individually or with the aid of an Association representative to the principal or in his/her absence, the Superintendent, within eight (8) days after the Level One discussion. The administrator with whom the grievance has been filed shall, within five (5) days of receipt of the grievance, meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Level Three - If the teacher or the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made, a copy of the written grievance shall be filed with the Superintendent for disposition by his/her designated agent within ten (10) days after the Level Two response was received or should have been received.

Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall meet with the grievant or his/her designated agent and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant, the local unit Association president, the building principal in which the grievance originated and retain a copy of same in a permanent file.

If the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the Secretary of the Board of Education within five (5) days of the Level Three decision.

Level Four - The Board, at the parties' mutual agreement, may hold a hearing on a grievance within twenty (20) days. The hearing may be held before a committee of the Board, which shall be authorized to render a decision on behalf of the Board. If the Board does not hear the grievance the Association may proceed to Level Five.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance originated, the grievant and the president of the Association local unit.

Level Five - Individual teachers shall not have the right to process a grievance at Level Five without the endorsement and approval of the Association.

- (a) If the Association is not satisfied with the disposition of the grievance at Level Four, it may refer the matter for arbitration by filing a demand for arbitration with the American Arbitration Association within twenty (20) days after the decision at level four or if no decision is rendered at Level Four within twenty (20) days after the date the level four decision was due. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
- (b) Neither party may raise a new defense or ground at Level Five not previously disclosed to the other party. At no time later than three (3) days prior to the hearing or prehearing, the parties may by mutual consent agree to hold a conference in an attempt to settle the grievance.
- (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- (d) Powers of the arbitrators are subject to the following limitations:
 - (1) He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (2) He/She shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (3) He/She shall have no power to interpret state or federal law except where necessary to determine whether a dispute is arbitrable.
 - (4) He/She shall have no power to interpret the terms of an insurance policy or contract or to require the Board to provide coverage or benefits in addition to those provided by any insurance policy or contract.
- (e) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent or unless the Board requests that grievances of a similar nature be consolidated and consolidation will result in cost savings and unnecessary duplication of effort.
- (f) The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expenses of witnesses.
 - (1) If any of the agreed time limits are allowed to lapse, the grievance will be considered as waived. In the event the Board of Education or its representatives fail to give an answer to any grievance as required, it shall automatically proceed to the next higher step provided that nothing contained herein shall be construed to automatically advance a grievance to arbitration.

- (2) Except at the arbitration level, all preparation, filing, presentation or consideration of grievance shall, unless by mutual consent, be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

ARTICLE IX - PROCEDURE FOR TEACHER EVALUATION

Section 1: Observations: The evaluator shall prepare a written observation report following each type of observation mentioned in this section. After discussing this report, both evaluator and teacher are required to sign. Teacher signature does not necessarily imply agreement with report content. Failure to sign shall be conclusively deemed insubordination.

- (a) Work station observations shall not be less than 30 minutes in duration to be held with the evaluator present at the work station and with the teacher's awareness; and be followed within eight (8) working days after the observation with an interview.
- (b) Other observations of teacher conduct after which an interview is held.

Section 2: Conferences shall be defined as any of the following:

- (a) An interview following a work station observation (1-a above).
- (b) An interview following other observations of teacher conduct (1-b above)
- (c) An interview initiated by the teacher or evaluator of which a record is kept. Teachers will receive a copy of all such interview reports.

Section 3: An evaluation shall be defined as an annual written evaluation, which shall be based on observations, conferences, and written observation reports conducted during the year.

Section 4: The Board and the Association agree that teachers are entitled to be appraised of any professional shortcomings or professional strengths they may possess. To this end, the Board shall establish standards of teacher performance and make such standards available to teachers. Further, the Board will advise each teacher through observations and conferences defined above, as to whether or not such standards are being met.

When unsatisfactory performance is noted, it is expected that the principal will recommend steps and assistance to be taken to correct areas of unsatisfactory performance.

Section 5: The Board and the Association recognize that student achievement and progress academically is affected by a student's home, economic and social environment. Therefore, student scores on standardized tests shall not be the sole or primary factor considered when evaluating or determining the accountability of teachers.

Section 6: In accordance with the Tenure Act, tenured teachers shall be evaluated at least once every three years. In accordance with the Tenure Act, probationary teachers shall be provided with a mentor and shall be provided with an Individualized Development Plan (IDP) developed in consultation with the probationary teacher. Further, probationary teachers will receive at least two (2) written evaluations during the school year. The annual year-end evaluation for probationary teachers shall be based on, at least two (2) classroom observations held at least sixty (60) days apart, unless the teacher and administrator agree to a shorter interval, and shall include at least an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan.

Section 7: The following guidelines will apply to mentors who are members of the bargaining unit:

- (a) The position of mentor will be voluntary unless the Board is unable to retain a sufficient number of mentors.
- (b) The mentor will be tenured.
- (c)

The mentor will be assigned only one (1) mentee at a time.

- (d) The mentor will be assigned for a period of one (1) year at a time.
- (e) The mentor will not be required to prepare a formal written evaluation of the mentee.
- (f) The relationship between the mentor and mentee shall remain confidential and not part of the evaluation of either party.
- (g) The parameters of the Mentor-Mentee relationship will be determined by them on a case-by-case basis.

Section 8: The evaluator shall prepare written evaluation of each teacher as defined above. The teacher shall be required to read the evaluation, discuss it with the evaluator, and indicate in writing on the evaluation that they have read it.

In the event that a teacher feels an observation or evaluation was incomplete or unjust, he/she may put the objections in writing and have them attached to the document placed in his/her personnel file. A copy of the final evaluation shall be given to the teacher.

Section 9: Each teacher shall have the option to have an Association representative present during any conference as defined in Section 2 of Article IX.

Section 10: No tenure teacher shall be discharged without just cause. No teacher shall be reprimanded or disciplined without just cause. Possible types of discipline are: verbal warning or reprimand, written warning or reprimand, suspension with pay, suspension without pay, demotion and discharge. Any disciplinary action shall be appropriate to the behavior which precipitates said action. The nonrenewal of a probationary teacher shall not constitute a discharge within the meaning of this section.

Section 11: For the purpose of this article, the term "evaluator" shall mean:

- (a) The Building Principal, Assistant Principal, Administrative Assistant at the Middle School, or Superintendent, or
- (b) Other administrator employed by the Board with teaching experience at the appropriate level. The teacher shall be notified in advance if such administrator is to perform the evaluation;
- (c) An individual not employed by the Board who is mutually acceptable to the Board and Association, and who has expertise in the subject area of the teacher he/she is to evaluate and who is employed by either an intermediate school district or a college or university.

Section 12: An employee may request a union representative to be present at a meeting, which may lead to disciplinary action by the employer provided that it does not unreasonably delay the meeting.

ARTICLE X - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: The Board agrees to permit the local Edwardsburg Education Association the use of the school buildings for Association meetings after school hours subject to availability and the approval of the responsible administrator. The Board reserves the right to charge a fee for such facility use if the school incurs an additional cost.

Section 2: The Board agrees to permit the Association use of intra-school mails and teacher mailboxes for the purpose of distributing Association materials and agrees to permit the use of bulletin board space in each building for the purpose of posting Association notices. The location of this bulletin board space shall be in the staff lounge of each building.

Section 3: The Board agrees that the Association may use school office equipment when not in regular use, provided that the use is strictly to service the legitimate business needs of the local Edwardsburg Education Association. Use of computers may be limited or restricted when needed for security precautions. In the event of conflict, the responsible administrator will determine priority. The Association shall reimburse the Board for the costs of supplies used for Association business.

Section 4: The Board agrees to permit teachers to wear insignia, pins and other identification of membership in the Association and any affiliate organization.

Section 5: The Board agrees to give the Association president prior notification of all board meetings.

Section 6: The private and personal life of any teacher is not within the concern or attention of the Board unless the teacher's conduct adversely affects his/her relation to students or the discharge of his/her teaching duties.

Section 7: Each teacher shall have the right to review the contents of his/her personnel file, except for information from sources outside the school system, which is confidential. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Section 8: The Board agrees to permit, by consent of the building principal, the Association officers (namely: the president, vice president, secretary, treasurer, one (1) Association representative from each building and members of the grievance committee) to travel from building to building within the school system during school hours when said officers do not have direct responsibility for the instruction of children and provided that the responsibilities of the visited party or parties are not interfered with as expressed by the consent of the principal of the individual building to be visited. Said officers are to notify their principals and provide substitutes from existing staff if needed.

Section 9: The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during all school activities within the confines of school policy. The teachers recognize their responsibility in maintaining this control and discipline.

- (a) If any teacher is complained against or sued by reason of maintaining proper discipline over the pupils in attendance at school, the Board will provide legal advice to the teacher.
- (b) Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention within five (5) school days unless doing so would jeopardize the investigation of the complaint or the complaint is dropped. Where there is delay in calling the complaint to the attention of the teacher to avoid jeopardizing an investigation, the investigation shall be promptly completed and the complaint shall be called to the attention of the teacher during the investigation.

Section 10: In the event the district receives a FOIA request for the personnel record(s) of any teacher(s), or any portion thereof, the district shall promptly provide the following to the affected teacher(s) and to the Association:

A copy of the FOIA request

The name(s) of the requesting parties

The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity to take whatever legal action is available to bar disclosure of any or all of the requested document(s).

If requested by the affected teacher(s), copies of all communications and documentation sent to the requesting parties by the District shall be sent to the affected teacher(s) or the Association.

Salary Schedule

2010-2011

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$36,644	\$39,003
2	\$38,361	\$40,803
3	\$39,527	\$42,016
4	\$40,695	\$43,230
5	\$42,072	\$44,664
6	\$44,104	\$46,566
7	\$45,304	\$47,804
8	\$46,499	\$49,278
9	\$47,698	\$50,772
10	\$48,894	\$52,021
11	\$50,090	\$53,268
12	\$51,287	\$54,518
13	\$52,485	\$56,317
14	\$53,422	\$57,577
15	\$54,612	\$58,838
16	\$55,804	\$60,102
17	\$56,994	\$61,366
18	\$58,186	\$61,716
19	\$59,378	\$62,654
20	\$60,569	\$63,889
21	\$61,759	\$65,125
22	\$65,482	\$68,419

2010-2011 SCHOOL YEAR

Step/Exp.	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1, No Yrs. Exp.	\$4,967	\$4,270	\$3,573	\$3,259	\$2,628	\$2,310	\$1,158	\$546	\$354
2, 1 Yr. Exp.	\$5,341	\$4,571	\$3,801	\$3,443	\$2,818	\$2,507	\$1,256	\$596	\$389
3, 2 Yrs. Exp.	\$5,697	\$4,867	\$4,027	\$3,627	\$3,003	\$2,690	\$1,340	\$636	\$412
4, 3 Yrs. Exp.	\$5,944	\$5,180	\$4,258	\$3,806	\$3,190	\$2,873	\$1,439	\$683	\$439
5, 4 Yrs. Exp.	\$6,494	\$5,494	\$4,488	\$3,992	\$3,386	\$3,059	\$1,527	\$723	\$469
6, 5 Yrs. Exp.	\$6,875	\$5,796							

Salary Schedule

2011-2012

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$36,644	\$39,003
2	\$38,361	\$40,803
3	\$39,527	\$42,016
4	\$40,695	\$43,230
5	\$42,072	\$44,664
6	\$44,104	\$46,566
7	\$45,304	\$47,804
8	\$46,499	\$49,278
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18	\$58,186	\$61,716
19	\$59,378	\$62,654
20	\$60,569	\$63,889
21	\$61,759	\$65,125
22	\$65,482	\$68,419

2011-2012 SCHOOL YEAR

Step/Exp.	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX
1, No Yrs. Exp.	\$4,967	\$4,270	\$3,573	\$3,259	\$2,628	\$2,310	\$1,158	\$546	\$354
2, 1 Yr. Exp.	\$5,341	\$4,571	\$3,801	\$3,443	\$2,818	\$2,507	\$1,256	\$596	\$389
3, 2 Yrs. Exp.	\$5,697	\$4,867	\$4,027	\$3,627	\$3,003	\$2,690	\$1,340	\$636	\$412
4, 3 Yrs. Exp.	\$5,944	\$5,180	\$4,258	\$3,806	\$3,190	\$2,873	\$1,439	\$683	\$439
5, 4 Yrs. Exp.	\$6,494	\$5,494	\$4,488	\$3,992	\$3,386	\$3,059	\$1,527	\$723	\$469
6, 5 Yrs. Exp.	\$6,875	\$5,796							

Section 2: The following rates of pay shall apply to the extra-curricular duties listed below:

CLASS I

Band
Basketball, Boys or Girls Varsity
Football, Boy's Varsity
Yearbook (If not part of a class)

CLASS II

Wrestling, Boys Varsity
Baseball, Boys Varsity
Softball, Girls Varsity
Track, Boys or Girls Varsity
Cross Country
Volleyball, Varsity
Head Cheerleading Coach, High School
Soccer

CLASS III

Golf, Varsity
Tennis, Varsity
Basketball, Boys Jr. Varsity
Basketball, Girls Jr. Varsity
Football Assistants

CLASS IV

Baseball, Jr. Varsity
Basketball, Girls Freshman
Basketball, Boys Freshman
Softball, Jr. Varsity
Student Council, High School
Wrestling, Jr. Varsity
Track Assistant
Assistant Cheerleading Coach, High School
Volleyball, Freshman
Jr. Varsity Volleyball

CLASS V

Basketball, Boys or Girls Middle School
Football, Middle School
Student Council, Middle School
Track, Boys or Girls, Middle School
Volleyball, Middle School
Weight Room Monitor (Single Position)
Wrestling, Middle School

CLASS VI

Football, Middle School Assistant
National Honor Society
Play Production Director, High School
Vocal Music, Middle School and
High School
Cheerleading, Middle School
Wrestling Assistant, Middle School
Yearbook, (Part of Class)

CLASS VII

Future Problem Solvers, High School
Associate Play Director
Junior Class Sponsor/Prom (Single Position)
Reading Renaissance Coordinator
Senior Class Sponsor (Single Position)
Science Olympiad Secondary Team Sponsor - 1
position
Track Assistant, Middle School
Upper Elementary Student Council
Volleyball Assistant, Middle School

CLASS VIII

Science Olympiad Team Sponsor (Upper
Elementary (4-5)
SADD Organization Sponsor
Spelling Team Sponsor
Math Team Sponsor Secondary
Freshman Class Sponsor
Sophomore Class Sponsor
NCA/School Improvement Committee
BPA Team Sponsor
Intramural Basketball

CLASS IX

Intramural, Volleyball/Wrestling
Math Sponsor, (Elementary 3-4-5)
Science Olympiad, (Lower Elementary 2-3)

CLUB

*Equestrian Club

All vacancies in extracurricular positions will be posted for the purpose of teacher application in such time for said teachers to be given due consideration during any period of interview and selection to fill such vacancies. In the event a non-bargaining unit member is hired for an extracurricular position, he/she shall be paid in accordance with this section.

Section 3: The Board of Education shall pay the contribution to the Michigan Public School Employee Retirement System that it is obligated to pay by law.

Section 4: Teachers may elect one of two pay options for their salary distribution (Section 1 above). Option #1 - 26 equal pay periods every two (2) weeks (12 months). Option #2 - 22 equal pay periods every two (2) weeks (10 months).

Extra-curricular remuneration from Section 2 of this Article shall be paid on one of three options.

Option #1 - Lump sum upon completion of the activity.

Option #2 - Divided equally among the 22 or 26 pays of this contract. In the event extra-curricular assignments are commenced during the school year, 1/22nd or 1/26th of the contract addendum will be paid each pay period through the 21st or 25th pay of the year. The remainder of the contract addendum will be paid on the last pay of the teacher's pay option. No lump sum or final payment shall be made after completion of the activity without approval from the responsible administrator.

Option #3 - Those activities that are full year activities may receive 1/2 of the remuneration at the end of each semester.

Section 5: The Board of Education will recognize the obtainment of a Master's Degree when obtained after the start of the contract term. This recognition will be remunerated with the start of the semester following the awarded degree.

Section 6: Credit on the Edwardsburg schedule may be allowed to those presenting satisfactory prior teaching and/or military experience.

- (a) Teaching Service - full credit for each year or major portion thereof of teaching experience in other schools may be granted.
- (b) Military Service - full credit for each year or major portion thereof in the armed forces will be granted to a maximum of two (2) years upon returning to teaching.

Section 7: The hours spent on extra-curricular activities for which pay is received shall be in addition to the thirty-six (36) hours, thirty-five (35) minutes per week reflected in Article III.

Section 8: Additional teaching assignments and total additional pay above the hours specified in Article III (1-a) and (1-b) shall be agreed to in advance, in writing with the Superintendent. The teacher shall be paid 1/6th of his/her salary on step.

Section 9: The Board shall take the steps needed in order to enable teachers to participate in the Michigan Public School Employees Retirement System (MPERS) tax deferred retirement service purchase and repayment program, providing doing so does not result in cost or expense to the Board or the Edwardsburg Public Schools. Participating teachers shall be responsible for all costs and expenses related to participation in the MPERS program.

ARTICLE XII - INSURANCE

Section 1: Beginning with the September 2010 premium payment, the Board agrees to furnish the following MESSA PAK benefits for all full-time teachers and their eligible dependents:

MESSA PAK PLAN A

Super Care 1 with MCR or Choices II
Deductible \$100/\$200
\$10/\$20 Prescription Card
Delta Dental Plan B
VSP2 Vision
\$20,000 Term Life

MESSA PAK PLAN B

Delta Dental Plan B
VSP 2 Vision
\$20,000 Term Life

For the 2010-2011 school year, the teacher will pay through payroll deduction seven percent (7%) of the health care portion of the PAK A premium. Thus, for full-time teachers, the Board will pay 93% of the health care portion of the PAK A premium for the 2010-2011 school year. In the event PAK A insurance premium for the 2010-2011 school year increases by 10% or more from the 2009-2010 premium cost, the teacher will pay through payroll deduction eight percent (8%) of the health care portion of the PAK A premium. Thus, for full-time teachers, the Board would pay 92% of the health care portion of the PAK A premium for the 2010-2011 school year.

For the 2011-2012 school year, the teacher will pay through payroll deduction seven percent (7%) of the health care portion of the PAK A premium. Thus, for full-time teachers, the Board will pay 93% of the health care portion of the PAK A premium for the 2011-2012 school year. In the event PAK A insurance premium for the 2011-2012 school year increases by 10% or more from the 2010-2011 premium cost, the teacher will pay through payroll deduction eight percent (8%) of the health care portion of the PAK A premium. Thus, for full-time teachers, the Board would pay 92% of the health care portion of the PAK A premium for the 2011-2012 school year.

The Board will pay the full Plan B premium for full-time teachers. The Board agrees to make payment of prorated premiums for part-time teachers based upon the portion of the part-time teachers assignment to a full-time assignment (*i.e.*, half-time assignment is eligible to receive payment of one-half the amount paid by the Board for a full-time teacher for either Plan A or Plan B). Amounts in excess of Board's obligation will be deducted from the teacher's salary. A maximum of 12 months coverage shall be provided each eligible teacher, beginning September through August of each year.

Section 2: An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

Section 3: The Board shall be obligated to pay the insurance premiums required by this article only during periods when teachers are on paid status. If an employee is on sick leave, the Board shall have no obligation, except under the provisions of the FMLA, to pay insurance premiums when the sick leave becomes exhausted.

Section 4: Notwithstanding the provisions of this article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage and other matters. The Board, by payment of the premium payments required to provide the insurance coverage set forth in this article, shall be relieved from any and all liability with respect to the benefits provided by the

insurance. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between teachers or beneficiaries of teachers and any insurance company shall not be subject to the grievance procedure established by this agreement. The insurance benefits provided by this article shall not begin until the teacher has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligations to a teacher for insurance coverage until the teacher has been accepted for enrollment by the insurance carrier.

Section 5: The Board shall adopt a plan pursuant to Section 125 of the Internal Revenue Code. Teachers selecting MESSA PAK Plan B shall be entitled to receive a cash option in the amount of \$350.00 per month under the plan. Teachers may use the cash option to purchase benefits available under the plan and MESSA options. In addition, teachers may use the cash option to purchase tax deferred annuities.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1: Absences due to personal illness or other physical disability; physical disability shall be defined as a disability which prevents the teacher from performing teaching duties as certified by a qualified physician.

- (a) At the beginning of each school year all full time teachers shall receive ten (10) days sick leave credit, which can accumulate to one hundred and thirty-five (135) days. Each year's new days shall be in addition to those previously accumulated.
 - (1) Each teacher shall notify the administration of the intended absence stating the nature of leave (illness, etc.) and where he/she can be contacted during the day. Each teacher shall give such prior notice to the scheduled on-the-job starting time.
 - (2) Each teacher may be required by the administration to give his/her immediate superior a written, signed statement indicating the reasons for such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
 - (3) The Board of Education reserves the right to require a doctor's certificate or other evidence of illness for any absence extending beyond five (5) days in any school year.
 - (4) Accumulated sick leave time shall terminate upon severance or permanent suspension of employment.
- (b) A new employee must actually report for duty on or after the date stipulated on the contract in order to be eligible for sick leave credit.
- (c) In case of injury to an employee while working for the Board of Education which would be covered under Worker's Compensation, the employee will receive the difference between Worker's Compensation allowed and his/her full salary but not in excess of the amount of salary in his/her sick leave credit.
- (d) A teacher must have lesson plans available for a substitute in order to qualify for sick leave.

Section 2: Policy for absences other than personal illness for which a teacher would be paid:

- (a) A total of three (3) days will be allowed for each death in the immediate family. The immediate family will include mother, father, mother-in-law, father-in-law, present spouse, son, daughter, brother, sister, grandparent or grandchild. Additional days may be allowed upon request to the Superintendent and with his approval.
- (b) One (1) day will be allowed when requested for each death of relatives outside the immediate family and for friends. Additional day(s) may be allowed upon request to the Superintendent and with his approval.

- (c) Absences to attend conventions and other educational meetings may be permitted without salary deduction provided they are approved by the Superintendent prior to the meeting.
- (d) Personal Business Leaves - The parties agree there may be personal conditions or circumstances, which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave may be used under the following conditions:
 - (1) Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) days in advance of the anticipated absence for approval by the Superintendent or his designated representative. This form must be filed with the principal or immediate supervisor.
 - (2) It is understood that such leave shall not be granted for the first or last day of the school year nor on the first working day immediately preceding or following a vacation period or holiday.
 - (3) Maximum length of such leave shall not exceed two (2) days per school year.
 - (4) It is agreed that there shall not be more than 10% of the staff at any one building on such leave on any given day, except in case of emergency. In the case of emergency approval, the teacher must give the reason for the absence to the Superintendent. In this case, the decision of the Superintendent shall be final and not subject to the grievance procedure.
 - (5) Personal business leave days shall be used for conducting personal business, which cannot be conducted at times other than during normal work hours.
 - (6) Personal business days shall not be used by Association officers and other members of the bargaining unit for the purpose of attending Association conferences, workshops, or professional development academies.
 - (7) Unused personal business days shall be added to the teacher's unused accumulated sick leave.
- (e) One (1) day for a ceremony or function in which the teacher receives a degree or honor.
- (f) Teachers may be absent for jury duty. The Board will pay an amount equal to the difference between the teacher's daily salary and the jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs jury duty and on which he otherwise would have been scheduled to work.

A teacher will be paid if the teacher is required to be absent because the teacher is subpoenaed to appear in court to testify as a witness. This provision shall not apply where the school district or Board of Education is a party to the lawsuit and the teacher is subpoenaed by the party opposing the school district or Board of Education.

- (g) The Association, with at least five (5) days notice to the Superintendent shall be allowed fourteen (14) days per year to be used by the Association officers and other members of the bargaining unit for the purpose of attending Association conferences, workshops or professional development academies provided that no teacher shall use more than four (4) days except with the approval of the Superintendent. Such days shall not accumulate. The Association shall assume the cost of the substitute and for the cost of the employee's retirement for the time of the Association leave in accordance with Public Act 197 of 1982, as amended.
- (h) A teacher may use a maximum of ten (10) days of the sick leave credit provided by Section 1 (a) of this article for serious illness, injury or hospitalization of a member of the teacher's family which necessitates the teacher's presence to care for the family member. Upon the request of a teacher, the Superintendent of Schools shall have the discretion to allow a teacher to use additional accumulated sick leave for serious illness, injury or hospitalization of a member of the teacher's family, which necessitates the teacher's presence to care for the family member. If the Superintendent allows additional accumulated sick leave to be used, that shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of ten (10) days accumulated sick leave shall not create a precedent for future requests. The Superintendent's refusal to grant a request to use more than the maximum of ten (10) days accumulated sick leave shall not be subject to the grievance procedure.

Section 3: Unpaid Leaves of Absences:

- (a) The Board may grant a leave of absence upon written request of a teacher for a period not to exceed one (1) year subject to renewal at the will of the Board. The following conditions shall apply to all extended leaves of absence:
 - (1) Eligibility shall be based on a minimum of two (2) years of continuous service in the district.
 - (2) Salary and benefits shall not accrue during any unpaid leave of absence. Sick leave days shall not accrue, but unused sick leave held at the start of the leave shall be reinstated.
 - (3) Written notice to either return or resign shall be given to the Superintendent of Schools by March 15, of the year in which the leave expires. Failure to comply with this provision shall conclusively be deemed a resignation by the teacher and is not subject to the grievance procedure.
 - (4) A teacher shall be entitled to return to the teacher's former position or to another position for which the teacher is certified and qualified upon termination of the teacher's initial leave and after proper notification to the administration.
 - (5) All leaves of absences shall have a termination date of June 30.
- (b) Upon written application, a leave of absence without pay for up to one (1) year may be granted for study related to the teacher's licensed field.

- (c) Upon written request, a teacher shall be granted a child care leave not to exceed one (1) year provided the request is received at least three (3) months prior to the expected date of birth.
- (d) Upon written request, a teacher may be granted one (1) year leave without pay before the beginning or at the conclusion of a school year to serve in a public office.
- (e) Upon written request, any teacher whose personal illness extends beyond the accumulated sick leave days shall be granted a leave of absence without pay not to exceed the period ending one (1) year from the date the teacher exhausted sick leave. Upon return from leave, the teacher will be placed in the same position provided a vacancy exists. Before the teacher returns from such leave, the Board may require a certificate of good physical and mental health from a properly licensed doctor.
- (f) Upon written request, a leave of absence without pay not to exceed one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.
- (g) Upon written request, a leave of absence without pay not to exceed one (1) year may be granted to any teacher for the purpose of serving as an officer of the Association or its staff.
- (h) In accordance with the Family and Medical Leave Act of 1993 (FMLA), eligible teachers shall be entitled to FMLA leave for the following:
 - (1) Birth of a child or placement of a child with the teacher for adoption or foster care.
 - (2) The teacher's own serious health condition.
 - (3) The teacher is needed to care for his/her child, spouse or parent with a serious health condition.

FMLA leave shall be administered in accordance with the FMLA and applicable regulations. This contract shall not be construed as limiting the rights of the Board and teachers under the FMLA.

- (i) A teacher who has been employed by the Board for at least five (5) years may request an unpaid leave of absence to attend or participate in special events and activities, such as trips awarded to the teacher's spouse by his/her employer. Leaves of absence for such special events and activities shall not be available more frequently than once every five (5) years. Such leaves shall be without pay and benefits. The teacher shall pay through payroll deduction the per diem cost of insurance benefits while on unpaid leave.

Section 4: Administration of Sick Leave Provisions:

- (a) At the beginning of each year, a report shall be made to each eligible teacher indicating the amount of sick leave credit remaining.
- (b) Holidays, vacations or other days when teachers are paid but not required to report for work shall not be considered deductible from the employee's sick leave credit accumulation.

- (c) The questions of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.
- (d) No payment under the sick leave policy shall be made beyond the date of resignation, death or retirement of an employee.
- (e) The daily deductions from the salary made under this policy shall be made by dividing the base salary by the number of work days indicated on the teacher's contract.
- (f) The teachers will be notified immediately of any deductions in pay because of absence and will be given the reason for such deductions. Teachers may choose which pay period either their next succeeding or final pay period from which such pay will be deducted.

The following attendance bonus will be paid to teachers whose absences for the school year equal:

0 days	\$350.00
.5 - 1 day	\$300.00
1.5 – 2 days	\$250.00

For purposes of the incentive, days refer to any day for which the teacher’s absence is for a reason that his or her accumulated personal illness/disability leave days or personal days were charged. For purpose of this section, an absence of less than a full school day will be rounded up or down to the nearest half or full day. Attendance incentive pay to be paid on or before June 30th of the applicable year.

Section 6: Retirement Severance

- (a) A teacher who has at least twenty (20) years of service in the bargaining unit and who retires under the Michigan Public School Employees' Retirement System shall receive upon retirement pay at the rate of \$25.00 per day for all accumulated sick leave in excess of 60 days.
- (b) This benefit shall not be available for a teacher who retires under threat of discharge for just cause.

ARTICLE XIV - APPLICATION PROCEDURE FOR IN-SERVICE OR CONFERENCE ATTENDANCE

Section 1: In-Service Meetings:

- (a) The Association may submit requests for courses, workshops and programs designed to improve the quality of instruction to the Superintendent who will present the requests along with his recommendation to the Board of Education.
- (b) The Association agrees to submit the following information with each request:
 - (1) Rationale for such a meeting or course;
 - (2) Extent staff members were involved in arriving at this request;
 - (3) The number of teachers who would participate;
 - (4) Estimated cost of project;
 - (5) The facilities needed;
 - (6) Time when this project would take place.
- (c) No additional compensation will be granted to teachers attending inservice meetings. Failure of the Board to approve a request would not be subject to grievance.

Section 2: Professional conferences and clinics:

- (a) Teachers may submit requests for attendance at conferences and clinics related to their teaching assignment or other duties to the building principal who will present the requests along with a recommendation to the Superintendent for his written approval or disapproval.
- (b) If approved for conference attendance, teachers shall be reimbursed for their expense according to Board of Education policy in effect at the time and subject to approval of the Superintendent. Such expenses shall include but not be limited to food, lodging, travel and any fees connected with the conference or clinic. Teachers agree to submit proper bills and other evidence as required to support their claim.
- (c) The decision of the Superintendent as to what expenses are appropriate and who attends such meeting is final and will not be subject to grievance under the terms of this Agreement.
- (d) Upon return from the conference, the teacher shall submit a written report to his/her building principal. The report shall review and evaluate the conference content and comment on any benefits to the school district resulting from the conference attendance.
- (e) Teachers approved for conference attendance in Section 2(a) above shall be granted sufficient leave time without loss of pay.

ARTICLE XV - PROFESSIONAL RESPONSIBILITY

Section 1: Agency Fee.

- (a) Each employee covered by the negotiated Agreement between the Board and the Association shall, as a condition of employment on or before thirty-one (31) days from the date of commencement of duties join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Michigan Education Association, less any amounts not permitted by the law; provided, however, that the employee may authorize payroll deduction for such fee. If an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's salary and remit same to the Association under the procedure provided below.
- (b) The procedure in all cases of non-payment of the service fee shall be as follows:
 - (1) The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.
 - (2) If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - (3) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
- (c) The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Section 2: The Association agrees to indemnify and save the school district, its administrators, and the Board including each individual school board member harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken or not taken by the employer, or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement, subject to the following conditions:

- (a) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the defense, which may be assessed against the Board by any court or tribunal;
- (b) The Association has the right to choose the legal counsel to defend any said suit or action;
- (c) The Association shall have the right to compromise or settle any claim against the Board under this section;
- (d) If this subsection is declared null and void by a court or arbitrator, the Board's obligation to make involuntary dues deductions shall cease.

Section 3: Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Section 4: Should involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such teacher within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any teacher to comply with the provisions of this Article is just cause for discharge from employment.

ARTICLE XVI - DEDUCTION OF DUES

Section 1: For those employees who voluntarily execute payroll deduction authorizations, the Board agrees to deduct dues, as certified by the Association and other voluntary contributions monthly. Such authorization shall continue in effect unless revoked in writing by the employee, between August 1st and August 31st of each contract year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular pay of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided in this contract.

- (a) The initial deduction of dues request or changes in the deductions of dues must be delivered to the office of the Superintendent at least seven (7) days prior to the payday in which the deduction will be made.
- (b) The Board will remit to the Association each month all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

Section 2: Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for MEA-FSA's, tax deferred annuities, United Federal Credit Union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and employer, and MESSA programs not paid or fully paid by the employer.

- (a) Any program for deductions must have a minimum of five (5) participants to be established or remain in effect.
- (b) Any initial deduction or change in deduction must be delivered to the payroll office seven (7) days prior to the affected payday.
- (c) The employer shall be held harmless against any and all claims or demands of such payroll deductions.

ARTICLE XVII -- CLASS SIZE

The Board will strive to meet State Department of Education incentives regarding class size.

The principal will consider student behavior when determining student assignments.

The Superintendent will meet with a representative of each building four (4) times a year to discuss district plans and E.E.A. concerns including class size. A list of concerns will be provided the Superintendent one (1) week in advance of each meeting.

In determining the assignments of students with disabilities, the administration will consider factors such as the number of students assigned to each class, the number of classes being taught by the teacher, the nature of the disabilities and the number of mainstreamed students in the class.

Changes in education and teaching strategies make it difficult to specify class size and loads. Individualization, team teaching and multi-level classrooms are a few situations in which class groupings are flexible and vary greatly. Class loads will be kept within reasonable limits, considering all relevant factors such as facilities and finances. It is recognized that it is more likely that class size could exceed desired levels at the beginning of each school year. Within ten (10) days after the fall count date, the contract review committee can request a meeting with the Superintendent of Schools to discuss a possible remedy(ies) to specific classroom(s) experiencing an excessive number of students.

ARTICLE XVIII - PROTECTION OF BARGAINING UNIT WORK

Except where prohibited by the Public Employment Relations Act, the parties shall negotiate as to the effect of any outsourcing of educational programs where a reduction of teaching staff is a consequence of such outsourcing. "Effects" as set forth in this Article shall include severance pay and layoff and recall rights.

ARTICLE XIX - GENERAL

Section 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 2: 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 contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Section 3: The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the Board and the Association, for the life of this agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. However, by mutual agreement between the parties, negotiations may be reopened for the purpose of dealing with an issue not otherwise covered by this Agreement.

Section 4: This constitutes the full and complete agreement between the parties. It cannot be extended orally.

ARTICLE XX - LEAST RESTRICTIVE ENVIRONMENT

Section 1: Least Restrictive Environment/Medically Fragile Students.

- (a) In order to assist handicapped students in making a successful transition from placement in special education classes to both the regular and special education classes pursuant to placement recommendations made by the Individualized Educational Planning Committee (IEPC), the following guidelines will be followed:
- (1) The building administrator will attempt to place an eligible student in the smallest available and appropriate regular education class. Each of the teachers into whose classrooms a student has been placed shall be invited to serve on the IEPC for that student.
 - (2) When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration.
 - (3) The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student; provided, however, that no teacher shall be required to perform suctioning, catherization, or diapering of a student.

ARTICLE XXI - SCHOOL IMPROVEMENT

Section 1: School Improvement

- (a) Pursuant to Public Act 25 of 1990, the parties have established a school improvement committee in order to adopt and implement school improvement plans. "SIP" as used in this Agreement shall mean a School Improvement Plan.
- (b) The SIP committee shall meet on a regular basis and shall be empowered to make recommendations to the Superintendent.
- (c) The conditions, which follow, shall govern employee participation in the SIP committee;
 - (1) Participation by the employee is voluntary.
 - (2) If SIP meetings or activities are scheduled during an employee's regular work day, an employee shall be released from duties without loss of pay or benefits to attend such meetings or activities.
 - (3) If SIP meetings or activities are scheduled outside the employee's regular work day or work year, participation shall be voluntary.
- (d) In the event any provision of a SIP or application thereof violates, contradicts, or is inconsistent with the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

ARTICLE XXII

PART TIME EMPLOYMENT

Section 1: A teacher may request a transfer from a full-time teaching position to a part-time teaching position. Such requests should be submitted to the teacher's building principal and the Superintendent of Schools.

Section 2: If a teacher's request to transfer from a full-time teaching position to a part-time teaching position is granted, the teacher's salary and benefits will be pro-rated to appropriately reflect the teacher's part-time status. The teacher shall be eligible to receive the insurance benefits specified in Article XII, Section 1 of this Agreement provided, however, that the Board will only pay a pro-rata portion of the insurance premium and the teacher shall be obligated to pay a pro-rata portion of the insurance premium to reflect the employee's part-time status (e.g., if employee is half-time, the Board shall pay one-half the premium and the teacher shall pay one-half the premium).

Section 3: As a part-time teacher, the teacher shall attend parent-teacher conferences for his/her students and will attend the inservice/work days as deemed appropriate for part-time employees.

Section 4: If a full-time teacher who becomes employed part-time desires to return to full-time teaching, the Board agrees to award the teacher the first vacancy in a teaching position for which he/she is certified and qualified. This section shall supersede any conflicting provision of this Agreement including, but not limited to, Article V and Article VI, Section 5.

Section 5: Association agrees that it will not support or pursue any grievance, which may be filed by or on behalf of a teacher who claims he/she has been adversely affected by the implementation of Section 4 of this Article.

SUMMARY OF CALENDAR YEAR 2010-2011*

172 Student Days
6 Half Student Days

8 Half Teacher Work Days
4 Full Day Professional Development
1 Half Day Professional Development
1 Half Day (3 Hrs. 10 Min.) Professional
Development After School Hours
4 Paid Holidays

TOTAL 178 DAYS

172 Full Student Days
x 6 hours 15 minutes**
1075 Hours

6 Half Days
x 3 hours and 10 minute day**
19 Hours

1075 hours
+19 hours
1094 hours

1094 hours - Instruction
31 hours and 20 minutes – Professional Development
1125 hours and 20 minutes – Total hours

*Hours may be adjusted per Article III of Board Proposal if necessary to satisfy state requirements.

**Length of day may be different at different buildings and may be adjusted per Article III of Board Proposal if necessary to satisfy state requirements.

EDWARDSBURG PUBLIC SCHOOLS 2010-2011 SCHOOL YEAR CALENDAR

AUGUST 30, 2010	PROFESSIONAL DEVELOPMENT DAY
AUGUST 31, 2010	PROFESSIONAL DEVELOPMENT DAY
SEPTEMBER 1, 2010	PROFESSIONAL DEVELOPMENT DAY
SEPTEMBER 2, 2010	TEACHER WORK DAY
SEPTEMBER 3, 2010	NO SCHOOL
SEPTEMBER 6, 2010	LABOR DAY – NO SCHOOL
SEPTEMBER 7, 2010	FIRST DAY FOR STUDENTS – FULL DAY/KDG. ORIENTATION
SEPTEMBER 8, 2010	FIRST DAY FOR KINDERGARTEN STUDENTS
NOVEMBER 5, 2010	END OF GRADING PERIOD - FULL DAY STAFF AND STUDENTS
NOVEMBER 17, 2010	HALF DAY STUDENTS AND STAFF (A.M.) PARENT TEACHER CONFERENCES EVENING
NOVEMBER 18, 2010	HALF DAY STUDENTS PARENT TEACHER CONFERENCES AFTERNOON/EVENING
NOVEMBER 19, 2010	NO SCHOOL FOR STUDENTS AND STAFF
NOVEMBER 24, 2010	HALF DAY FOR STUDENTS AND STAFF (A.M.)
NOVEMBER 25, 26, 2010	NO SCHOOL – THANKSGIVING BREAK
DECEMBER 20, 2010	WINTER BREAK BEGINS
JANUARY 3, 2011	SCHOOL RESUMES
JANUARY 17, 2011	NO SCHOOL FOR STUDENTS - RECOGNITION BREAKFAST PROFESSIONAL DEVELOPMENT (A.M.) WORK DAY (P.M.)
JANUARY 28, 2011	END OF GRADING PERIOD - HALF DAY FOR STUDENTS (A.M.) FULL DAY FOR STAFF – WORK DAY (P.M.)
APRIL 1, 2011	END OF GRADING PERIOD – FULL DAY FOR STUDENTS AND STAFF
APRIL 4, 2011	SPRING BREAK BEGINS
APRIL 11, 2011	SCHOOL RESUMES
APRIL 14, 2011	LAKELAND FINE ARTS – NO SCHOOL FOR STUDENTS PROFESSIONAL DEVELOPMENT DAY FOR STAFF
APRIL 22, 2011	GOOD FRIDAY – HALF DAY FOR STUDENTS AND STAFF
MAY 30, 2011	MEMORIAL DAY – NO SCHOOL
JUNE 10, 2011	END OF GRADING PERIOD - HALF DAY STUDENTS (A.M.) FULL DAY STAFF – WORK DAY (P.M.)

SUMMARY OF CALENDAR YEAR 2011-2012*

172 Student Days
6 Half Student Days

8 Half Teacher Work Days
4 Full Day Professional Development
1 Half Day Professional Development
1 Half Day (3 Hrs. 10 Min.) Professional Development
After School Hours
4 Paid Holidays

TOTAL 178 DAYS

172 Full Student Days
x 6 hours 15 minutes**
1075 Hours

6 Half Days
x 3 hours and 10 minute day**
19 Hours

1075 hours
+19 hours
1094 hours

1094 hours - Instruction
31 hours and 20 minutes – Professional Development
1125 hours and 20 minutes – Total hours

*Hours may be adjusted per Article III of Board Proposal if necessary to satisfy state requirements.

**Length of day may be different at different buildings and may be adjusted per Article III of Board Proposal if necessary to satisfy state requirements.

EDWARDSBURG PUBLIC SCHOOLS 2011-2012 SCHOOL YEAR CALENDAR

AUGUST 29, 2011	PROFESSIONAL DEVELOPMENT DAY
AUGUST 30, 2011	PROFESSIONAL DEVELOPMENT DAY
AUGUST 31, 2011	PROFESSIONAL DEVELOPMENT DAY
SEPTEMBER 1, 2011	TEACHER WORK DAY
SEPTEMBER 2, 2011	NO SCHOOL
SEPTEMBER 5, 2011	LABOR DAY – NO SCHOOL
SEPTEMBER 6, 2011	FIRST DAY FOR STUDENTS – FULL DAY/KDG. ORIENTATION
SEPTEMBER 7, 2011	FIRST DAY FOR KINDERGARTEN STUDENTS
NOVEMBER 4, 2011	END OF GRADING PERIOD - HALF DAY STUDENTS FULL DAY STAFF – WORK DAY (P.M.)
NOVEMBER 16, 2011	HALF DAY STUDENTS AND STAFF (A.M.) PARENT TEACHER CONFERENCES EVENING
NOVEMBER 17, 2011	NO SCHOOL FOR STUDENTS PARENT TEACHER CONFERENCES AFTERNOON/EVENING
NOVEMBER 18, 2011	NO SCHOOL FOR STUDENTS/A.M. PROFESSIONAL DEVELOPMENT
NOVEMBER 23, 2011	HALF DAY FOR STUDENTS AND STAFF (A.M.)
NOVEMBER 24, 25, 2011	NO SCHOOL – THANKSGIVING BREAK
DECEMBER 26, 2011	WINTER BREAK BEGINS
JANUARY 9, 2012	SCHOOL RESUMES
JANUARY 16, 2012	NO SCHOOL FOR STUDENTS PROFESSIONAL DEVELOPMENT DAY
JANUARY 27, 2012	END OF GRADING PERIOD - HALF DAY FOR STUDENTS (A.M.) FULL DAY FOR STAFF – WORK DAY (P.M.)
MARCH 30, 2012	END OF GRADING PERIOD – HALF DAY FOR STUDENTS AND STAFF
APRIL 2, 2012	SPRING BREAK BEGINS
APRIL 6, 2012	GOOD FRIDAY
APRIL 9, 2012	SCHOOL RESUMES
MAY 28, 2012	MEMORIAL DAY – NO SCHOOL
JUNE 8, 2012	END OF GRADING PERIOD - HALF DAY STUDENTS (A.M.) FULL DAY STAFF – WORK DAY (P.M.)