

Arts Academy In The Woods and AFSCME
Tentative Agreement
March 19, 2013

1. This is a five-year contract ending March 18, 2018. This contract will be effective upon ratification March 25, 2013.
2. The parties agree that the agreement shall contain the following provisions:
 - a. "The Board hereby reserves onto itself all powers, right, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and the exercise of these rights and responsibilities, including the adoption of policies, rules and regulations, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this agreement."
 - b. "If any provision of this Agreement or any application of the Agreement is found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law."
3. All tentative agreements previously agreed to by the parties shall be incorporated into the new agreement. The parties agree to drop any proposals and/or demands that have not otherwise been agreed to as reflected above. The parties further agree that the Board shall have
4. It is further understood that agreement on the labor contract is contingent upon ratification by the Association membership and the Board.

Article I

Recognition

This agreement (hereafter, Agreement) has been entered into between the Michigan Alliance of Charter Teachers and Staff, Arts Academy in the Woods Federation of Teachers, AFT Michigan, AFT, AFL-CIO (hereinafter, Union) and The Arts Academy in the Woods (hereinafter, Employer) and shall apply to only those employees described in the Recognition Provision of this Agreement. The employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at the Charter School as follows:

Professional Unit: Including all **full-time and regular part-time** teachers, counselors, and social workers, excluding all administrators and managerial employees.

The parties agree that this constitutes the appropriate units.

Article II

Union Rights

Bulletin Board: The Union shall have the right to post notices of Union matters on a bulletin board in the lounge. The Employer shall provide a designated bulletin board or an area on the bulletin board.

Mailboxes: The Union shall be permitted to communicate with the employee through mailboxes and email accounts. Union materials shall not be defamatory, obscene, or in violation of the law.

Meetings: The Employer shall permit the Union to use building facilities for meetings and for professional development workshops.

Article III

Union Rights

Access: Upon advance notice an authorized Union representative ("Representative") shall have the right of access to the Employer's facilities including employee mailboxes and bulletin boards in the employee lounges. Upon arriving on the work site, the Representative must notify the administration of his/her arrival.

Building Representatives shall not in any way interrupt any employee's duties or assignments. The Representative may contact employees before and after employee's hours of service and during lunch and duty free periods.

Check-off and Agency Fee

- A. Upon receipt of a signed union authorization card of the employee involved, the Union shall deduct from the employee's pay the dues payable by him/her to the Union during the period provided for in said authorization. A Representative of the Union will certify the amount. The Union shall notify the Employer of any change in the rates of membership dues in writing _____, each year.
- B. All employees covered by this Agreement who are not members of the Union shall pay to the Union through deductions from each paycheck, their fair share of the costs of the collective bargaining services rendered by the Union that are properly chargeable to non-members under state and federal law. The obligation of non-

members to pay such fair share commences with the first paycheck due in September, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later.

- C. The Employer shall provide the Union with an updated list of employees when this Agreement is executed and within two weeks of every new hire.

Article IV

Union Security

- A. It shall be a condition of employment that every employee who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing.
- B. Those employees who are not members on the date of execution of this Agreement shall become and remain members in good standing of the Union no later than thirty (30) days following the date of execution of this Agreement.
- C. After the date of execution of this Agreement every newly hired employee will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing.
- D. "Good standing" for the purpose of this Article shall mean the payment or tender of periodic dues, uniformly required as a condition of membership, to the Union.
- E. In lieu of Union membership hereunder an Employee may become and remain an agency fee payer in accordance with applicable law. In such cases the procedures herein applicable to Union dues shall apply with full force and effect to agency fee.

Article V

Consultation

The parties agree that the effective operation of the Arts Academy in the Woods requires respectful communication between the Union and the Employer. In an effort to maintain a relationship that is harmonious and non-adversarial, either party may request a meeting to discuss employment issues that may arise before they become problems. The parties shall endeavor to schedule such meetings before or after school.

New or Revised Job Classification

In the event the School District creates a new classification, or permanently, substantially

and materially changes, alters or revises an existing job, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the bargaining unit. If the parties cannot agree, then the question may be submitted to the Employment Relations Commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the parties shall meet and negotiate for a suitable pay rate for the classification within ten (10) working days, the classification and the rate of pay shall be submitted to the Board for approval.

Article VII

Job Postings

In the event that the Academy posts a job position, the employer will inform the Union prior to publicly displaying the posting. Members of the bargaining unit have the right to apply for such posted positions.

Article VIII

OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES

Before the Employer seeks to hire consultation for outside work connected to the Academy's programming which is not required to be done immediately, the employer shall first advise the union president of the expertise sought and/or project to be done, and give the union a reasonable opportunity to make a proposal to do such work.

Article IX

Interviewing Process

- A. When the employer is hiring for a position covered by this Agreement, a teacher will be invited to participate in this process. This includes reviewing applications, participating in the interview process, and suggesting candidates. **It is understood that the final decision rests with the School.**
- B. When the employer is hiring for an administrative position, such as but not limited to, Vice Principal or Principal, two or more teachers will be invited to participate in this process. This includes reviewing applications, participating in the interview process, and suggesting candidates. **It is understood that the final**

decision rests with the School.

Article X

Conditions of Employment

- A. Instructional departments will participate in preliminary planning of departmental budgeting for the upcoming semester or year. The administration will consult with each department chair or his/her designee.
- B. The School shall notify the faculty in writing of those administrative staff members who have authority to direct and/or discipline teacher bargaining unit members.
- C. Employees shall not be charged for missing, damaged or stolen textbooks, teacher's editions, supplies or equipment, except in cases of negligence or misconduct on the teacher's part.
- D. In the event the administration desires to assign major and on-going administrative tasks or obligations to a teacher that go beyond the scope of normal teaching duties, the administration will meet with the teacher to discuss the same. Such additional tasks or obligations assigned must be mutually agreed upon by the employer and employee. In any discussion of additional tasks, the employee has the right to request the presence of a union representative.
- E. No employee shall be disciplined within view or hearing of students, teachers and/or parents.

Article XI

Academic and Artistic Freedom and Freedom of Speech

- A. Responsible academic and artistic freedom is recognized for all employees who shall exercise such freedom within the framework of state law, the curriculum, and school policies.
- B. Nothing in this agreement shall be construed to deny employees of any right to freedom of speech they would otherwise enjoy under law.
- C. All employees shall have the right to individually or collectively address their concerns to The Charter School Board in writing or at any meeting of the Board.

Nothing in this agreement shall be construed to limit the duties of the parties to collectively bargain pursuant to law.

Article XII

Employee Duty Hours, Work Year, and Teaching Load

- A. The scheduled work year shall follow the Academy's Calendar as set by the charter agreement between the Academy and Macomb Intermediate School District. Changes in the work year shall be by mutual agreement or as otherwise permitted by law.
- B. The workday begins at seven forty-five (7:45) AM, fifteen (15) minutes before class hours, and ends at three twenty-five (3:25) PM, fifteen (15) minutes after class hours. The Board shall have the flexibility to adjust these times as may be in the interest of the educational program, provided that the total amount of time (7 hours and 10 minutes per day for students, and 7 hours and 40 minutes for teachers) shall not be changed without mutual agreement.
- C. Employees are expected to make reasonable accommodations to be available to be contacted by students, parents, and other professional staff, including the Principal, for school related matters.
- D. For employees hired before December 31, 2012, a full-time employee shall have the option of choosing one of the two following teaching loads:
 - 1. Six classes, and one prep period, for a total of seven periods per day; or
 - 2. Five classes and one prep period, for a total of six periods per day.
It is further understood that once an employee elects to teach six classes a day, the teacher shall continue to teach six classes a year in future school years absent a need occasioned by a decline in enrollment or other special circumstance.

For employees hired after December 31, 2012, a full-time employee shall have a teaching load as follows: six classes, and one prep period, for a total of seven periods per day.

Less than full-time employees may be assigned one of the following teaching loads:

1. One class and one duty period per day three days per week, and one class and one prep period two days per week;
2. Two classes per day per week, and a paid prep period two days per week, where only one prep is necessary and a duty hour three days per week; however, where two preps are necessary, then a paid prep period three days per week and a duty hour two days per week.
3. Three classes per day per week, and a paid prep period four days per week and a duty hour one day per week.
4. Four or five classes per day per week, and a paid prep period five days per week.
5. Employees hired BEFORE December 31, 2012, who are teaching 5/7 will be considered full-time for the purpose of benefits. Employees hired after December 31, 2012 must teach six (6) classes per day to be considered full-time for benefits.

In weeks where students attend school fewer than five days, the prep periods for less-than-full-time employees shall be pro-rated over time, so that the stated ratio of classes taught to paid prep periods shall remain intact. For example, if a teacher was scheduled to receive three prep periods during a normal five-day week of school, and student vacation periods resulted in there being only ten days of school in a three-week period, the teacher would receive six prep periods during that period of time, to be scheduled with the Principal.

- E. All employees shall receive a 22 (twenty-two) minute duty free lunch.
- F. Employees will attend six (6) two-hour (2 hour) after-school parent-teacher conferences, three (3) per semester. The day immediately following the last of three (3) conferences per semester shall be a day when students are not scheduled to attend school
- G. Full time employees will attend at least two (2) of three (3) open houses scheduled during the year. Open houses are to conclude no later than nine (9) PM. During the school year under unusual and special circumstances, the administration may require a specific teacher to attend a specific (non- summer) open house. Example: a private dance school is expected to bring most of their students and the presence of a dance teacher is important. In cases where no open house is anticipated for the summer, teachers will attend both open houses during the academic calendar year.
- H. Employees are expected to attend at least two (2) extracurricular activities

during the school calendar. Extracurricular activities are school events that occur outside of the workday. Fine and Performing Arts Employees must complete a total of four (4) programs as described in section J, and will complete the expectation of section H by attending at least two (2) additional activities for which they may or may not be responsible.

- I. Employees may be asked to remain beyond the workday for two (2) faculty meetings monthly for a period of time not to exceed sixty (60) minutes per meeting. Monthly faculty meetings must be scheduled forty-eight (48) hours in advance and staff must be notified during regular working hours. This shall not apply to emergency situations
- J. Fine and Performing Arts employees will contribute to one (1) or more cross-departmental program(s), and one (1) or more departmental program(s), for a total of four (4) programs per academic year. Fine and Performing Arts employees who coordinate approved additional programs may receive an additional stipend, depending upon the time commitment required for the program, for each additional program beyond the four.
- K. Employees who are coordinating extracurricular activities, at an address different from the Academy's will be compensated for mileage required for performing such duties. Mileage will be calculated from the distance between the Academy and the outside activity at the current IRS Mileage Rate. Employees will be reimbursed monthly after submission of a mileage log.
- L. Employees who incur emergency expenses related to coordinating an approved program, shall be reimbursed by approval of the administrator subject to board policy.
- M. The scheduling of programs that require the work of Fine and Performing Arts employees, beyond those addressed in this Article, shall be coordinated with the Fine and Performing Arts Chair or his/her designee.
- N. Fine and Performing Arts Employees who coordinate approved and budgeted programs during the summer vacation period shall be compensated at a rate of \$27 an hour.

Article XIII

Class Size

- A. Class size or daily pupil-teacher contact will be determined by the number of students enrolled in classes. In the event the class size maximums set forth below

are exceeded, then relief shall be provided as indicated in section B below.

1. English, Math, Social Studies, Foreign Language, Science and other academic classes not listed below shall have a maximum of an average of twenty-eight (28) students per class period for part-time (below 6/7) instructors or a maximum of one hundred and fifty (150) students per day for full-time (6/7) staff. A classroom will have no more than 33 students per hour.

Jazz or concert band, orchestra, choir, physical education shall have no specified class size maximums, but shall only be limited by space limitations. Other Fine and Performing Arts classes shall be limited by space limitations and shall have a maximum class size of 33 students excluding visual art studio or other independent study students. In no cases will class sizes exceed 38 when including independent study or visual art studio students. Disagreement on such space limitations between the administration and the employee shall be resolved by the Board.

2. Special Education class size and daily pupil-teacher loads shall be determined by state guidelines.
3. Computer Graphics and Online Classes: No more than one student per computer.
4. Support Classes: No more than an average of twenty five (25) students per class period. When a teacher has both regular and support classes, the average number of students will be prorated between the two. For example: 1) If a full-time (6 /7) teacher has one support class and five academic classes, the maximum number of students per day would be 147; 2) If a part-time teacher has three classes, two support classes and one academic class, the maximum number of students per day would be 78, or an average of 26.
5. Virtual Learning or other online classes may be assigned but will not be counted toward the teacher's maximum loads, but is considered a class for teaching load.
6. Teachers with an average number of students per class which falls below 22 will be expected to provide additional services to the School according to their abilities, availability and the School's need, in coordination with the School Principal.

- B. In the event circumstances require that the class-size maximums above are exceeded, then the administration shall provide relief, which may include either

or both of the following:

1. Fifty dollars (\$50) per quarter per funded student if the excess exists for at least twenty (20) days in that quarter, to be paid once per semester.
 2. Other relief as may be agreed upon by the administration and the employee, which may include assigning a duty-hour teacher to assist in the overloaded class two days per week, assigning a qualified volunteer aide to assist in the overloaded class two or more days per week, providing a substitute teacher for a full day once every 15 school days, etc.
- C. If requested, the administration and the Union will establish a committee to review student course assignments and balance teaching loads within a discipline as equitably as possible.

Article XIV

Teacher Evaluation

The parties of this agreement recognize that in accordance with State law, the Governor's Council on Educator Effectiveness will be announcing recommendations for a student growth and an assessment tool, a state evaluation tool for teachers, a state evaluation tool for school administrators, and a process for evaluating and approving a local evaluation tool for teachers and administrators that is consistent with the state evaluation tool for teachers and administrators.

The administration and the Union will work together to develop a local evaluation system to submit to the State Board of Education, which will be in compliance with the Revised School Code and the recommendations from the Governor's Council on Effective Evaluation. The parties to this agreement will meet to develop the system once the timeline for local evaluation tool submission is announced.

The parties acknowledge that pursuant to Section 1249 of the Revised School Code, schools must annually rate teachers and place them in one of four categories for state reporting and other purposes: Ineffective, Minimally Effective, Effective, and Highly Effective. The parties also agree that there is a shared interest in having an evaluation tool that ensures quality instruction while at the same time enhancing the growth of all teachers. In recognition of this growth orientation, the parties agree to use the terminology to rate teachers as set forth below, also agreeing that these rating levels will align with the state-mandated rating levels as indicated:

Levels of Performance:

Arts Academy	Ineffective	Gaining Proficiency*	Proficient	Exceeds Proficiency
State of Michigan	Ineffective	Minimally Effective	Effective	Highly Effective

*This rating indicates that the teacher has demonstrated growth but the level of achievement has not yet reached the Academy’s standards during the period of performance. An inexperienced probationary teacher would typically be rated as being at this ratings level. However, it would be expected that an experienced and/or vested teacher would not be rated at this ratings level consistently.

Article XV

Professional Development and Mentoring Program

- A. The parties recognize that the professional development of the Arts Academy in the Woods faculty is both a personal and institutional responsibility of employees, the Union and the Employer.
- B. The parties agree that in-service programs will further the professional development of individual members and advance the mission of the Arts Academy in the Woods, and that input from teachers in developing such professional development is desirable and welcomed.
- C. The parties to this Agreement will work together to foster partnerships with institutions of higher education to provide resources for the development of the Arts Academy in the Woods and its employees.
- D. Probationary teachers shall have a vested teacher assigned to him/her in writing by the Academy. The Administration will provide training for mentors and will oversee the mentoring program.

Article XVI

Discharge, Discipline and Due Process

- A. 1. No employee shall be disciplined without due process. B.
- 2. Complaints

Any complaint regarding teachers made to the administration by a parent, student or other person which is directly considered in evaluating teacher performance or conduct, or is to be placed in the teacher's personnel file, shall be called to the teacher's attention as promptly as circumstances warrant. The School shall investigate the complaint to determine its accuracy before placing it into a teacher's file or taking any other action. As part of the investigation, the teacher is expected to fully cooperate with the investigation. A teacher's written response to a complaint will be attached to any copy of the complaint placed in the personnel file.

At the discretion of the administration, the identity of a parent or student complainant may be withheld if warranted by the circumstances.

When dealing with complaints pertaining to a teacher, the School shall generally do the following:

1. Encourage the complainant to discuss his/her concern directly with the teacher, whenever the administrator believes it is appropriate to do so;
2. Conduct, or cause to be conducted, an investigation of the complaint or criticism as the administrator determines is required to determine its accuracy; and
3. Consider the nature and severity of the complaint or criticism, together with the teacher's prior record of conduct and performance, when determining the corrective or disciplinary action (if any) to be taken.

There may be circumstances in which, due to the nature of the complaint, the administrator does not immediately refer the complainant to the teacher. At all times, the best interests of the students and District shall be considered.

A teacher shall be entitled to have a representative of the Association present during any investigatory interview which could reasonably result in disciplinary action. When a teacher request for such representation is made, no action shall be taken with respect to the teacher until such representation is present, provided that such representation is not unduly delayed that may compromise the investigation.

- C. No employee shall be disciplined, given a written reprimand, suspended or discharged by the Employer except for a reason that is not arbitrary or capricious. The chairperson of the bargaining unit or designee will be given any written discipline imposed upon a bargaining unit member within 24 hours of such discipline.

D. The Board subscribes to the concept of “progressive discipline.”

Unless the seriousness of the offense warrants accelerated discipline as determined by the Board/Administration, progressive discipline may include the following:

1. verbal warning (which may be documented in the teacher’s personnel file),
2. written reprimand,
3. suspension without pay; and
4. termination.

Before determining any discipline, the Administration shall hold a conference with the employee to discuss the complaint or charges against the employee, and give the employee an opportunity to respond.

E. An employee shall, at his/her request, be entitled to have a Representative of the Union present when the employee is being disciplined for any infraction or delinquency in professional behavior, or when the teacher reasonably believes that discipline may result from the meeting, with the understanding that this will not unreasonably delay such a meeting.

- A. The Employee may use the grievance procedure to appeal discharge or discipline involving the loss of pay. Entry shall be at Step 2 of the grievance procedure and filed within seven days from the day of imposition of discharge/discipline. Failure to provide written notice of intent to appeal within the designated time frame waives the right to appeal the action.
- B. When imposing discipline or grieving reprimands, warnings, or criticism, confidentiality shall be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.
- C. Employees shall receive a copy of all disciplinary documents placed in their file.
- D. Employee shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in all files containing disciplinary action.

- E. No employee shall be publicly reprimanded.
- F. **If a teacher's past actions are to be considered in determining the appropriate consequences for an act of misconduct or as a basis for suspension or involuntary change in the employment status of the employee, only evidence documented in the teacher's personnel file shall be considered.**
- G. In the event an employee's work performance as a professional is deemed to be in need of improvement (excluding misconduct by the employee), the Administration shall identify the areas of concern and develop a plan of improvement with the input of the employee. The plan of improvement shall specify a timeframe by which the areas of concern shall be corrected by the employee, typically ranging from 30 to 60 days, but can be longer or shorter in special circumstances.

Article XVII

Personnel Files

- A. **One File:** There shall be one official personnel file for every employee.
- B. **Access:** An employee shall have the right upon request and by appointment to review the contents of his/her personnel file(s) wherever maintained. Appointments shall be set outside the employee's scheduled working hours. Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file at no charge. The review or reproduction of the contents of an employees' personnel file shall be made in the presence of the record custodian or designee.
- C. **Notice:** A copy of any item placed in the employee's official personnel file shall be provided to the employee. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of the grievance procedure of this contract, unless otherwise provided by law. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents. When an employee refuses to sign an item a notation shall be placed indicating the employee was asked to sign but refused. Such refusal is not grounds for disciplinary action.

- D. **Confidentiality:** Except as required by law, personal information in an employee's personnel file shall remain confidential.

Article XVIII Protection of Employees

CONTROL OF STUDENTS: The Board and Administration recognize their responsibility to give all reasonable support and assistance to faculty members with respect to the maintenance of control and discipline in the classroom.

- A. The Administration will publish a Student Code of Conduct, which will set forth policies and procedures for student discipline that address student tardiness, hallway behavior, and a progressive discipline procedure for student misbehavior. Policies and procedures will define safety threats as required by MCL 380.1309. The Student Code of Conduct will be made available to employees within the first week of the academic calendar.
- B. Within the first two weeks of school, the Union may request to meet with the administration to discuss disagreement with respect to faculty and administrative expectations for handling student discipline issues.
- C. The Administration and the Union agree to discuss the effectiveness of discipline policies and procedures at the request of either party, and when necessary alter such policies and procedures, so long as changes are communicated in writing to all employees before implementation.
- D. Teacher "Snap" Suspensions. A teacher may suspend a student from a class, subject or activity for up to one school day in accordance with MCL 380.1309.

Assault Upon an Employee:

Any case of assault upon a faculty member during performance of duty shall be promptly reported to the Administration. The Administration will notify the police, if necessary. -

A student who commits a physical assault against an employee of the school district at school or on school grounds shall be *subject to permanent expulsion in accordance with MCL 380.1311a.*

- A. An employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to

conduct those activities or actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the employee was trained and/or in compliance with applicable law.

- B. An employee may use reasonable force to defend himself, the property of the Employer, personal property, or the safety of students without fear of disciplinary action.
- C. All employees shall be covered by Workers' Compensation Insurance. In the event of an accident, the employee shall immediately notify the administration. Administration shall provide all proper forms for filing workers' compensation claim.

Complaint About an Employee

Any significant complaint by a student or parent about an employee, that after preliminary investigation, the administration validates, shall be called to the employee's attention within five (5) school days after such validation, absent special circumstances. If the administration decides to take disciplinary action, **then the following shall apply:**

1. At the request of the employee, the administrations shall ask any complainants to meet with the employee, a union representative and administration, to provide an opportunity to address the complaint (with the understanding that the administration cannot force parents or students to attend such a meeting).
2. If the complaint is still to be documented in the employees' personnel file, the employee shall have the right to attach a written response to any documentation regarding the complaint placed in his/her file.

Article XIX

Conflict Resolution

GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. An employee or the Union may claim that there has been a violation, misinterpretation, or misapplication of the provisions of this agreement.

2. Extension of the time limits in any of the grievance procedure steps may be granted by mutual consent of the parties involved. If the grievant fails to timely advance the grievance to the next step of the grievance procedure, it shall be deemed abandoned. If the administrator fails to respond in a timely fashion, the grievance shall automatically be moved to the next step,
3. If an employee is discharged, he/she shall be reinstated if a grievance is filed contesting the discharge and reinstatement is ordered by an arbitrator or the grievance is upheld at an earlier step in the grievance procedure.

B. PROCEDURE

Step 1 — Prior to the employee filing a written grievance, the employee will meet with the Principal within seven school days from the time of the incident over which the employee is aggrieved. At his/her option, the employee may invite Union representative to be present while the incident is discussed. Every effort will be made to resolve the incident informally.

Step 2 — If the incident is not resolved on an informal basis, the employee may file a grievance in writing with the Union within seven school days from the conclusion of Step 1.

Step 3 — The Union may file the grievance with the Principal within seven school days from the conclusion of Step 2. The Principal shall render a written decision in response to the grievance within seven school days.

Step 4— If the grievance is not settled at Step 3, it shall be referred, in writing, to the Board within seven school days. The Board shall hold a hearing to consider the grievance. The aggrieved party or the Union shall have an opportunity to present the case. The Board shall render a decision on the grievance and present it in writing to the aggrieved party within twenty school days after the date the matter was referred to the Board.

Step 5 — If the grievance is not settled at Step 4, the matter may be referred to arbitration, in writing, by the Union within fifteen school days from the date of the Board's decision at Step 4. Within ten days after receipt of notice to arbitrate, the Union and the Employer will agree upon a mutually acceptable arbitrator and will obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon or obtain a commitment within ten days, a request for a list will be forwarded to the American Arbitration Association (AAA). The parties shall then be bound by the rules and procedures of the AAA.

Employees shall not lose any salary or benefits due to the participation in

arbitration.

The arbitrator shall limit his/her decision as to whether the Academy violated the express terms of this agreement, and render no decision that would require or permit action in violation of applicable law. The arbitrator's fees and expenses will be shared by the Academy and the Union. Both parties agree that the arbitrator's decision is final and binding and may be enforced in any court of competent jurisdiction.

The following matters shall not be subject to binding arbitration under Step 5, but shall be decided by the Board, whose decision shall be final and binding:

- a) the non-renewal of the employment contract of a probationary employee;
- b) the non-renewal of the employment contract of a vested employee who has been rated ineffective; or who has been rated minimally effective and/or has been on an IDP for two consecutive years;
- c) evaluations, and/or the assignment of duties, other than major and on-going administrative tasks or obligations; and
- d) any action which is also the subject of an administrative or other legal proceeding, which shall be deemed an election of remedies by the employee; for example, a complaint filed with the Michigan Department of Civil Rights.

C. MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

In the event that a grievance affects a class of employees, the Union will file the grievance at Step 3.

Both the grievant and the party being grieved shall appear at all levels of the grievance.

The Union and the Employer may mutually agree to mediation utilizing the NLRB or MERC mediation process before arbitration to resolve the issue before moving to arbitration.

Article XX

Leaves and Absences

Personal Leave

- A. Teachers will receive 10 personal leave days a year that may be “rolled over” to the following year, up to a total of 40 days. Personal leave days may be used for illness, doctor’s visits, illness in the immediate family, bereavement for death in the immediate family (up to three days for each occurrence, five days in special circumstances), and for up to four personal business matters that cannot reasonably be scheduled outside the regular school day, absent special reasons with permission from the principal. Personal leave days cannot be taken, absent special reasons with permission from the Principal, immediately before or after school vacation periods, other leaves, or within the first five or last five days of the school year. [from former contract]

- B. Employees are expected to notify the school by 6:00 a.m. of an expected absence. If any employee anticipates an absence of several days they may notify the school with one phone call, unless the principal requests notice of absence on a daily basis.

FMLA Leave:

- A. The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA) as applicable. Employees taking FMLA leave will be required to use, while on FMLA leave, all accrued and paid leave to the extent allowed by law, and such accrued and paid leave shall run concurrently with the employee’s FMLA leave. In calculating the 12-month period within which an eligible employee may take FMLA leave, the Employer applies a rolling 12- month period, measured backward from the time the employee takes FMLA leave.

Other Paid Leave

For up to a maximum of three weeks (15 work days), no employee shall be docked salary or lose time from his-her leave bank for absences caused by jury duty or for honoring a subpoena to attend a court proceeding in which the employee is a witness in a matter in which the employee is not a party.

Other Leaves of Absence:

- A. Upon application and approval by the Board, a leave of absence without pay may be taken for parental leave, medical leave, or approved study leave when all accrued personal leave has been exhausted, not to exceed six

months, absent special circumstances approved by the Board. Military leave shall be granted in accordance with applicable law.

- B. Except as may be provided under FMLA, employees on leave without pay will return in order of seniority, subject to certification, qualification and evaluation rating, as positions become available.
- C. An employee desiring to return from leave of absence must notify the Employer in writing of their desire to return as soon as possible, but in any event at least two weeks prior notice if return to work within the same school year, with the understanding that the right to return to work at the end of the school year shall follow the FMLA regulations, even for non-FMLA leave. Employees returning to work at the beginning of a new school year from a non-FMLA leave of absence shall give notice by May 1st.
- D. No loss of seniority shall occur while the employee is on leave of absence. No additional seniority for purposes of layoff or recall shall be granted during a leave of absence.

Article XXI

Holiday and Vacations

It is understood and agreed that salaried employees shall not be required to work during the holidays and vacations identified in the School County calendar and District calendar.

Article XXII

Salary

Continue salary schedule

2012-2013: Continue current salary and placement of staff

2013-2014: Teachers on steps move one full step effective at the beginning of the school year.

Teachers on the top step shall receive an off-schedule payment of \$1,000 (one thousand dollars).

2014-15: Teachers on steps continue to receive the same salary as of September 2013 and remain on the same step.

1. In the event that the School's fund balance is in excess of \$275,000 the fund balance required by the current debt covenant, or 12.5% (twelve and one/half percent) of the past year expenditures as of June 30, 2014, whichever is greater, determined by the audit in the fall of 2014, then, for teachers who were rated on their evaluation to be Effective or Highly Effective, the following additional compensation would be paid:

a) All teachers would each receive an off-schedule \$750 payment

2. In the event that the School's fund balance is in excess of \$300,000, the fund balance required by the current debt covenant, or 15% of the past year expenditures as of June 30, 2014, whichever is greater, determined by the audit in the fall of 2014, then, for teachers who were rated on their evaluation to be Effective or Highly Effective, the following additional compensation would be paid:

a) Instead of the payment provided in Section 1, all teachers would receive an off-schedule 2% (two percent) increase in base salary (no less than \$750).

Teachers who receive a gaining proficiency rating on their evaluation may not receive this additional compensation. The decision about whether or not they receive this compensation is at the sole discretion of the board, which will consider such factors as attendance, coordinating activities, participation in school related activities and other criteria. Teachers in this category will be given the opportunity to present such contributions at a board meeting if so desired.

2015-16: Teachers on steps continue to receive the same salary as of September 2013 and remain on the same step.

1. In the event that the School's fund balance is in excess of \$300,000, the fund balance required by the current debt covenant, or 12.5% (twelve and one/half percent) of the past year expenditures as of June 30, 2015, whichever is greater, as determined by the audit in the fall of 2015, then, for teachers who were rated on their evaluation to be Effective or Highly Effective, the following additional compensation would be paid:

a) All teachers would each receive an off-schedule \$750 payment

2. In the event that the School's fund balance is in excess of \$325,000, the fund balance required by the current debt covenant, or 15% of the past year expenditures as of June 30, 2015, as whichever is greater, as determined by the audit in the fall of 2015, then, for teachers who were rated on their evaluation to

be Effective or Highly Effective, the following additional compensation would be paid:

- a) Instead of the payment provided in Section 1, all teachers would receive an off-schedule 2% (two percent) increase in base salary (no less than \$750)

Teachers who receive a gaining proficiency rating on their evaluation may not receive this additional compensation. The decision about whether or not they receive this compensation is at the sole discretion of the board, which will consider such factors as attendance, coordinating activities, participation in school related activities and other criteria. Teachers in this category will be given the opportunity to present such contributions at a board meeting if so desired.

3. In the event that the School's fund balance is in excess of 18% of the past year expenditures as of June 30, 2015, as determined by the audit in the fall of 2015, then, for teachers who were rated on their evaluations to be Effective or Highly Effective, teachers would not receive the payments in section 1 or 2 above, but the following additional compensation would be paid instead:

- a) teachers on steps shall move one full step from the step they were on in 2014-2015 school year as of January 1, 2016 (Example: A teacher on MA step 3 in 2014-15 would move to MA step 4 as of January 1, 2016, and thereafter paid on the basis of that annual salary; no retroactive payments) and
- b) teachers on the top step (step 10) shall move to a new step 11 as of January 1, 2016, and thereafter paid on the basis of that annual salary; no retroactive payments; new step 11 would be as follows: BA 11-- \$45,932; MA 11 -- \$47,310; MA+30 -- \$50,094

Teachers who receive a gaining proficiency rating on their evaluation may not receive this additional compensation. The decision about whether or not they receive this compensation is at the sole discretion of the board, which will consider such factors as attendance, coordinating activities, participation in school related activities and other criteria. Teachers in this category will be given the opportunity to present such contributions at a board meeting if so desired.

The parties agree to reopen compensation prior to the start of the 2016-2017 school year.

For less than full-time employees, the payments above shall be pro-rated (this includes grandfathered employees working 5 of 7 class periods).

Article XXIII

Insurance

Health, dental and life insurance benefits shall continue at the same levels as currently provided until such time that the parties agree to change the same by mutual agreement. The School may choose to change the insurance carrier provided there is no change in benefit levels. It is understood that the District's contributions to insurance premiums shall be in compliance with PA 152 and other applicable laws, with employees paying any remaining premium amounts as provided under law. In addition, employees shall pay the full difference between the base insurance plan and any elected "buy-up" plan.

Less than full-time employees (that is, teaching less than 6 of 7 class periods) shall not be eligible for insurance and other fringe benefits except as follows.

Teachers who are assigned to teach four or more class periods are eligible for pro-rated health, dental, and life insurance benefits (i.e., the teacher must pay their pro-rated share of the applicable insurance premium, based upon the premium amount or the School's statutory "hard cap" limitation under PA 152, whichever is lower).

Teachers hired before December 31, 2012, who elect or are otherwise assigned to teach 5 of 7 classes shall be considered to be full-time for the purposes of insurance benefits (Section 19.D).

Any teacher who is assigned to teach three or fewer class periods shall not be eligible for insurance or other fringe benefits.

Teachers eligible for insurance benefits who choose to "opt out" of the health and dental insurance benefit package will be compensated in the sum of \$1,540 per year for full-time teachers (pro-rated for eligible less than full-time employees teaching at least four class periods). Such payout in lieu of insurance will be paid twice a year, once on the first pay of December and once on the first pay of June. It shall be the responsibility of each teacher to be properly enrolled with the insurance carrier for insurance coverage. The insurance company policies shall determine all benefits and conditions of coverage.

Article XXIV

Minimum General Fund Balance Provision

Beginning June 30, 2014, if the School general fund balance falls below \$250,000, or the fund balance required by the current bank debt covenant, or 10% (ten percent) of general fund expenditures, whichever is greater (hereafter "Fund Balance Minimum"),

and the Board decides to make this article operative, then the union and the School shall have 30 days to agree to cost saving measures to address the issue.

If after 30 days an agreement cannot be reached, then teachers' salaries will be reduced by a fixed percentage based upon the teacher bargaining units' pro-rata share of the shortfall. The teacher bargaining unit's pro-rata share of the shortfall will be determined by the unit's total compensation costs as a percentage of general fund expenditures for the previous fiscal year. This pay adjustment will be determined around November following the School audit report for the previous fiscal year, and will be implemented as of the first payroll period in January.

Example 1 (Simplified Example):

If the teacher bargaining unit's total compensation represents 75% of general fund expenditures in the prior fiscal year, then teachers' salaries would be reduced by the amount necessary to equal 75% of the fund balance shortfall below the Fund Balance Minimum. (Unaffiliated employees and other cuts would be responsible to make up the remaining 25% shortfall below the Fund Balance Minimum.)

Example 2 (Detailed Example):

Assume the School's fund balance was short \$50,000 of the Fund Balance Minimum at fiscal year-end. Also assume that the teacher bargaining unit's costs represented 75% of general fund expenditures in the prior fiscal year. In this case teachers' salaries would be reduced by a total of \$37,500 (75% of the \$50,000 shortfall), including applicable FICA, Medicare and MSPERS. Given a MSPERS rate of .2479, a FICA rate of .0765 (which payments would be included in addressing the shortfall), and total teachers' salaries equaling approximately \$800,000, teachers' salaries would thus be reduced by 4.69% for the year, prorated and subtracted from paychecks over the remaining pay periods to make up the shortfall). The shortfall could also be made up by other mutually agreeable methods to recoup the \$37,500.

Maximum General Fund Spending Increase Provision for Non-Mandated New Programs and Initiatives

The School will not increase expenditures annually on new programs or new initiatives unless required by federal or state laws by more than 5% of the previous year's general fund expenditures; if this does occur, then the Academy will immediately notify the union and the minimum fund balance trigger amount will be reduced by the amount of such expenditures over the minimum threshold.

Definition of Terms

"General fund balance" used in the calculations will include the unassigned general fund balance (see audit report). The General Fund Balance used in the minimum general fund calculations will not include balances generated by the sale of School property, grants, or gift of property in any fiscal year unless agreed to by the School.

“General fund expenditures” used in the calculations will include all general fund expenditures and operating transfers for the fiscal period (see audit report: “Total expenditures and other financing uses”).

Re-Opener

The parties agree that in the event this article is made operative due to the District’s finances, and the reductions are made, this article shall be re-opened for discussion and negotiation for the following school year.

Article XXV

Seniority

- A. Seniority shall be computed from the first date of hire and shall mean the amount of time continuously employed as a member of the bargaining unit. The Employer shall prepare and present to the Union an initial list of staff members containing employee seniority and certification prior to October 1st of each academic year. The Union shall have until November 1 of that academic year to assess the accuracy of the information contained on the seniority and certification list absent any objections by the Union, the list prepared by the employer will be regarded as conclusive. Accompanying the name of each teacher on the list shall be date of first hire.
- B. Employees are required to deliver to the Principal written notice of changes in their certification, academic majors/minors, or teaching experience.
- C. Teachers who are on a leave of absence for one or more school years shall not continue to accrue seniority while on such leave. Teachers who leave the bargaining unit altogether and perform other work for the Academy shall have their seniority frozen until such time that they return to the bargaining unit.

Article XXVI

Layoff And Recall

- A. Layoff: Layoff is the separation of an employee for lack of work or funds as determined by the Employer, without fault or delinquency on the employee’s part. The Employer agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees affected.
- B. Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. Employees subject to layoff shall be notified by the Principal in

writing as soon as layoffs have been determined. In no event shall the Employer give full-time employees, or part-time employees teaching three or more classes, less than thirty (30) calendar days written notice. Part-time employees teaching two or fewer classes can be laid off at any time.

C. Layoff Priority:

Layoffs shall be made in the following order of priority, provided that the teachers remaining are certified and highly qualified to teach in the grades or subject areas being reduced:

- Probationary teachers rated Ineffective on their most recent year-end evaluation whose employment has not been terminated through contract non-renewal. (It is generally the District's practice not to renew the employment of teachers who are rated Ineffective and thus layoff is not applicable. However, in the event probationary teachers rated Ineffective remain employed, they shall be the first teachers laid off.)

- Vested teachers rated Ineffective on their most recent year-end evaluation.
- Vested teachers rated Gaining Proficiency on their most recent year-end evaluation.
- Probationary teachers rated Gaining Proficiency whose employment has not been terminated through contract non-renewal.
- Probationary rated Proficient on their most recent year-end evaluation.
- Vested teachers rated Proficient on their most recent year-end evaluation.
- Probationary teachers rated Exceeds Proficiency on their most recent year-end evaluation.
- Vested teachers rated Exceeds Proficiency on their most recent year-end evaluation.

Among teachers rated Proficient or Exceeds Proficiency, relevant special training and significant, relevant accomplishments and contributions shall be considered in order to retain the most proficient and most needed teachers in grades or subject areas being reduced.

Seniority or vested status shall not be factors in considering the proficiency of each teacher. However, if the layoff decision involves two or more teachers and all other proficiency and needs factors distinguishing those teachers from each other are equal, then length of service or vested status shall be considered as the tiebreaker.

The above lay-off priority order will be based on the most recent year-end evaluation beginning with evaluations completed during the 2013/2014 school year. Until then, proficiency factors are considered equal for determining lay-off and recall status.

D. Employees are required to deliver to the Principal written notice of changes in their certification, academic majors/minors, or teaching experience.

E. Upon layoff, COBRA accommodations will be made for the teacher to assume the existing insurance in accordance with applicable law.

F. Recall:

A teacher is eligible for recall to a vacant position if the teacher is certified and highly qualified to fill the position. It is the teacher's responsibility to maintain his or her certification and to promptly provide documentation of the certification and qualification status to the School.

Teachers shall generally be recalled in inverse order of layoff, as specified above. Seniority or vested status shall not be a factor in considering the proficiency of each teacher. However, if the recall decision involves two or more teachers and all other proficiency and School-needs factors distinguishing those teachers from each other are equal, then length of service or vested status may be considered as a tiebreaker. Accordingly, teachers rated to be the most proficient will be recalled first, provided that they are certified and highly qualified for the vacant position, based upon individual performance, as well as the other factors of significant, relevant accomplishments and contributions and relevant special training.

I. Each employee on layoff shall be required to provide the district personnel office in writing with a current address to which a letter of recall may be sent.

J. If a recall opportunity exists, a letter shall be mailed to the employee, by certified mail; a return receipt requested.

K. An employee offered a recall opportunity must notify the Employer in writing of his/her decision within seven (7) days of receipt of the Employer's offer. An employee who will be out of town for an extended period may so advise the School so that accommodations may be arranged to ensure the employee receives the notice or it is otherwise agreed to extend the response period under this section.

L. An employee who has been laid off shall maintain recall rights for twenty-four (24) months from the date of layoff or length of service, whichever is shorter, or until he/she refuses a recall opportunity, fails to respond to a recall letter, or submits a resignation.

M. It is agreed that for purposes of layoff and recall, if a teacher was rated at a particular level for two consecutive years, and then is given a lower rating for the next year

(called the “third-year rating”), the teacher shall be considered to be at the ratings level given for the two-year period immediately preceding the third- year rating.

Article XXVII

Reopener

Upon mutual agreement of the Union and the Employer, specific sections of the contract may be opened for revision.

LETTER OF UNDERSTANDING
STRUCTURE OF INSTRUCTIONAL DAY

The Arts Academy in the Woods (“School”) and Arts Academy in the Woods Federation of Teachers (“Union” or “Federation”) agree as follows:

1. In October 2013, the parties shall establish a study team composed of members of the administration and bargaining unit to review the structure of the instructional day, such as the number of classes per day, passing time, lunch periods, etc.
2. The study team shall review the latest literature regarding the subject matter as it relates to student achievement, as well as matters relating to cost and other relevant considerations.
3. The study team shall report their findings to the Board by February 2014, and may make recommendations as it deems appropriate.
 - a. Any changes in the instructional day that are covered by the parties’ labor contract shall not be implemented without the agreement and ratification of the parties.

For the School:

For the Federation: Its:

Its:

Dated:

Dated:

Letter of Agreement

The parties agree to meet for the purpose of reviewing the evaluation process to ensure that its implementation is valid and will impact compensation appropriately. In particular the parties will work to jointly develop a process to resolve disputes that may arise when performance evaluation impacts compensation.

For the Association:

For the School:

Date

Date