

1560

FF MSU 8/16/96

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF:

MERC CASE NO. L94 H-1001

PINCKNEY EDUCATION ASSOCIATION,  
WLEA/MEA/NEA

-and-

PINCKNEY COMMUNITY SCHOOLS

96 AUG 12 AM 10:25  
STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

*Pinckney Community Schools*

\* \* \* \* \*

FACT FINDING REPORT AND RECOMMENDATION

\* \* \* \* \*

APPEARANCES

For the Association:

S. Dale Lathers  
Attorney at Law

For the Employer:

Brian Higgins  
Personnel Director

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

FF: Mark A. Glazer

### BACKGROUND

The Association filed for fact finding on October 10, 1995. A telephone pre-hearing was held on February 5, 1996 followed by a pre-hearing on February 23, 1996. An arbitration hearing scheduled for April 17 was adjourned for medical reasons involving one of the parties, and a lengthy hearing was eventually held on June 8, 1996.

The parties presented detailed testimony and exhibits on class size and salary. By agreement of the parties, the issues of teaching hours, teaching loads and assignments, teaching conditions, scope of agreement, site based decision making, discrimination and harassment, and retirement were raised and argued in the briefs.

## ISSUE I

### SALARY

A three year contract for 1994-1995, 1995-1996 and 1996-1997 is at issue. The position of the parties is as follows:

	<u>BOARD</u>	<u>ASSOCIATION</u>
1994-1995	0%	5.5%
1995-1996	1%	5.55%
1996-1997	1%	5.3%

The Board identifies \$841,071 as excess revenues over expenditures for 1995-1996 and a \$348,000 projected excess for 1996-1997. It also notes that there is \$475,000 of nonrecurring capital funds, commonly called the bus money, since it represents the proceeds of the sale of school buses to an independent contractor. The Association asserts that the Board has been mistaken in its calculations and that money is available to meet its demands.

The Board has allocated the \$475,000 to capital repair and curricular implementation. It further maintains that the majority of available funds are needed for curriculum, capital repairs, technology and fund equity. The Association asserts that teacher salaries should enjoy the highest priority.

The other unions within the School District have received 2% increases over the three year period. The average raise in Livingston County for 1994-1995 was 2.665% and 2.480% in 1995-1996. The average increase for all of the Washtenaw-Livingston County Area Schools was 3.3% in 1994-1995, 3.04% in 1995-1996

and 2.59% in 1996-1997.

In order to make an appropriate recommendation on salaries, it is relevant to borrow legislative factors from Act 312, which provides for binding contract arbitration in police and fire disputes. It must be emphasized that this fact finding in a school setting is not binding: rather than the arbitrator making a unilateral decision, the purpose of fact finding is to create a framework for the parties to make their own mutual decision. Nevertheless, the Act 312 factors concerning the Employer's ability to pay, internal and external comparability, the cost of living, overall compensation and factors normally considered in collective bargaining are relevant.

In order to achieve a settlement, the Board must be afforded the opportunity to meet some of its capital, curriculum, technological and fund equity goals. Similarly, the Association must be afforded the opportunity to meet salary goals that achieve a measure of internal and external equity.

A 1% salary increase equates to approximately \$115,000. The bus money or \$475,000 should be allocated to the District's capital and curricular needs: this money was obtained from the sale of a capital asset; more importantly, the money is nonrecurring, which means that it can't be used to fund salary increases which will continue into the future.

The \$348,000 projected by the Board for 1996-1997 is uncertain at this point, insofar as it is only a projection. This leaves \$841,071 based upon the Board's figures over the first two years of the contract, keeping in mind that the Board has

priorities other than teacher salaries, and the Association believes that the Board's figure is understated.

Internal comparability favors a 2% annual increase for Pinckney teachers. External comparability within Livingston County favors 2.65% for 1994-1995 and 2.48% for 1995-1996. External comparability within all of Washtenaw and Livingston County favors 3.3% in 1994-1995 and 3% in 1995-1996. The cost of living favors a 3% increase for both years.

Notwithstanding the Association's serious disagreement with the Employer's figures, a settlement can only be achieved within the Employer's perception of its ability to pay. This means that there is \$841,071 available for the first two years of the contract. If, in fact, there is more money it can be used to fund some of the other goals of the Board. If there isn't, a proposal must still leave some room for nonsalary goals.

A 2% increase for 1994 and a 2% increase for 1995-1996 reveals the following.

	<u>1994/95</u> <u>2%</u>	<u>1995/96</u> <u>2%</u>
Base Salary Increase	\$230,000	\$230,000
Carryover from 94/95	---	\$230,000
Carryover from 95/96	---	---
Annual Cost	\$230,000	\$460,000
Total Salary Cost for Two Years:		\$690,000

Going into the third year, the Board would have a surplus of \$151,000 plus the \$348,000 it projects as a surplus or \$490,000, which would be enough to fund the increases for the second year into the third year of the contract.

For the third year, it appears that all three settled contracts in Livingston County have involved the use of a formula, based upon state aid. This would seem to be an appropriate approach in Pinckney. The Association believes that there will be significant new money to fund increases; the District is more pessimistic. A formula is perhaps the best means of achieving equity, while insuring that the District doesn't fall into a deficit.

**RECOMMENDATION ON**

**SALARY**

1994-1995    2%

1995-1996    2%

1996-1997    A formula of the type utilized by other Livingston County Districts, with the understanding that the District can't be left with a deficit.

## ISSUE II

### SCHEDULE B - EARLY RETIREMENT

The District proposes to replace Schedule B, which is a five year retirement incentive plan, with a \$20,000 buy out for teachers retiring by June 30, 1997. The Association's proposal, which includes the present proposal B, would allow teachers to retire five years earlier than under the present system.

Both parties seem to be dissatisfied with the current retirement incentive. Insofar as the District has a pressing need for revenue, the Board's proposal would seem to have the most immediate and effective impact.

### RECOMMENDATION ON

#### SCHEDULE B - EARLY RETIREMENT

The Board's proposal on early retirement should be adopted.

ARTICLE VIII

CLASS SIZE - ELEMENTARY SCHOOL

A. (1) Elementary School.

The parties seek language on elementary school class size, which is attached as Exhibit 1.

It is the Association's position that community groups have recommended smaller class sizes in the elementary school, and that smaller class sizes will achieve superior educational results. The Board contends that the cost of the Association proposal is prohibitive; the Association asserts that the class size maximums can be met without additional cost to the District.

Insofar as the evidence is disputed concerning cost, and the salary increases have left potentially no room for additional expenses in this area, the current language should be retained.

RECOMMENDATION ON

CLASS SIZE - ELEMENTARY SCHOOL

The current contract language should be retained.



## ARTICLE VIII

### CLASS SIZE - SECONDARY SCHOOL

#### A. (2) Secondary School.

The position of the parties is found in Exhibit 2, which is attached.

The Association seeks to limit students in computer classes to the number of computers, the number of students in drafting to one per station, and for limits in life skills and home economics. The Board proposes to increase the number of students in industrial arts from 28 to 30.

Insofar as the cost of the Association's proposal is uncertain, it would not appear to be a good idea to include this proposal at this time. Further, the Board's proposal to increase the number of students in industrial arts would also not seem to be appropriate in the absence of some accommodation for the Association in terms of class size.

### RECOMMENDATION ON

#### CLASS SIZE - SECONDARY SCHOOL

The current contract language should be continued except that the daily student load maximum should be reduced from 168 to 160 as proposed by the District.

ARTICLE VIII

CLASS SIZE - OVERRUNS

The Association seeks to delete contract language permitting overruns at the secondary level. Because doing so could be a cost item, and available dollars have been spoken for in this proceeding, this proposal would not be appropriate at this time.

RECOMMENDATION ON

CLASS SIZE - OVERRUNS

The current contract language should be retained.

**ARTICLE VIII**

**CLASS SPLITS**

**C. Class Splits.**

The Association seeks to limit classroom splits to not more than two per building. It fears that with rising enrollment, splits will be a serious problem.

Insofar as a further limitation on splits may be a cost item, and flexibility in the budget to cover this item doesn't appear to be present, the current language on splits should be retained.

**RECOMMENDATION ON**

**CLASS SPLITS**

The current contract language should be retained.

ARTICLE VIII

CLASS SIZE - NULLIFICATION

E. Class Size - Nullification.

The Association seeks to delete language which would permit the District to exceed class size limitations to avoid a deficit or as the result of an "Act of God". This language has never been utilized. As a result, absent an anticipated exigency, removal of this language would not seem to be a priority.

RECOMMENDATION ON

CLASS SIZE - NULLIFICATION

The current contract language should be retained.

**ARTICLE VIII**  
**COUNTING MAINSTREAMED STUDENTS**

**D. 3. Counting Mainstreamed Students.**

The current contract doesn't count a special education student in a regular education classroom, unless the student is in the classroom more than fifteen hours per week. The Association proposes to count these students, regardless of their time in the regular ed classroom. Insofar as this is a potential cost item to the District, and there presently isn't room for additional cost items, a mandatory double counting for special ed students isn't appropriate at this time.

However, persuasive testimony was introduced that mainstreamed special ed students present an extra burden to teachers, even when they are present less than fifteen hours per week. Therefore, contract language which would encourage, but not require the District to double count special education students is appropriate, so that an equalization of the burden among less crowded classrooms can occur.

**RECOMMENDATION ON**  
**COUNTING MAINSTREAMED STUDENTS**

The current contract language should be maintained except that there should be a change to add that it is recommended that in the scheduling of special education students they be counted as two students when determining class size maximums.

**ARTICLE VIII**  
**CENTRAL COMMITTEE**

**H. Central Committee.**

The Association seeks to add a new central committee planning process. In the past, the parties have engaged in collaborative actions through the ACCORD process.

It appears that continuation of ACCORD process would be mutually beneficial.

**RECOMMENDATION ON**  
**CENTRAL COMMITTEE**

It is recommended that the parties continue an ACCORD-type process, and that they meet to design such a program.

**ARTICLE VIII**

**CONSULTATION**

**O. Consultation.**

The Association seeks to require negotiations on this issue, rather than consultation with the teacher or the Association. The Board argues that a change in the contract language is unnecessary, since there hasn't been a problem.

It would appear that the current contract language is superfluous, given other areas of the contract and existing law. Therefore, it would be appropriate to delete this language.

**RECOMMENDATION ON**

**CONSULTATION**

This provision of the contract should be deleted.

## ARTICLE VIII

### NEW ARTICLE - DISCRIMINATION AND HARASSMENT

The Association seeks detailed language on discrimination and harassment. None currently exists in the contract. The Board offers language which requires the Board, the Association, and individual bargaining unit members to follow the law; however, its provision would not be subject to the grievance procedure.

It is not uncommon for discrimination language to exist in collective bargaining agreements and for violations to be subject to the grievance procedure. Moreover, there is an effort in the private sector to make discrimination claims subject to the grievance process. This has occurred at Masco and Chrysler Corporation for nonunion employees.

The Employer's language is adequate except it should also refer to the Board's policy and all discrimination arising from District employees. It should also be subject to the grievance procedure; however, specific language to that effect is unnecessary.

## RECOMMENDATION ON

### NEW ARTICLE - DISCRIMINATION AND HARASSMENT

The following new language is recommended:

Employees of the School District will comply with Board policy on discrimination and harassment and with the terms and conditions of Federal and State laws which prohibit discrimination and harassment.



**ARTICLE XIX**  
**SCOPE OF THE AGREEMENT**

The parties have made the following proposals on this issue, which are attached as Exhibit 3.

**RECOMMENDATION ON**  
**SCOPE OF THE AGREEMENT**

The paragraph B proposals are essentially the same. The Board's proposal best comports with the current status of the law, and is therefore recommended.

Paragraph C should remain the same. Presumably, the Association has and will deal with the privatization of teachers issue in this contract and future ones, without additional protection from the scope of the agreement article. Insofar as no other issue of similar magnitude has been presented, a change in the language isn't required at this time.

The same reasoning applies to old paragraph D. The Association's proposal could create a potential for numerous arbitrations, and should not be adopted at the present time.

New paragraph E as proposed by the Employer should be adopted because it provides both the Board and the Association the opportunity to reopen bargaining, whereas the Association proposal limits that right to the Association only.

New paragraph F as requested by the Association should be adopted to encourage the negotiation process.

**NEW ARTICLE**

**SITE BASED DECISION MAKING**

The parties are not far apart on this issue. Paragraphs A and C of the Association's proposed language along with the Board's proposed language should resolve this matter.

**RECOMMENDATION ON**

**SITE BASED DECISION MAKING**

The parties should adopt paragraphs A and C of the Association's proposal, along with the Employer's proposed language.

**ARTICLE VI**  
**TEACHING HOURS**

**A. Teaching Hours.**

The Association proposal regarding special committee assignments fits the agreed upon language in the collective bargaining agreement and should be adopted. Further, the Association asks that potential twenty minute variations in the schedule be based upon the 1993-1994 schedule: this change also is reasonable and appropriate.

**A. 990 Hours of Instruction.**

The Board seeks to reserve the right to establish a schedule to achieve the 1990 hours of instruction to qualify for state aid. The Association maintains that it can meet the instructional needs by having teachers cover the additional hours, without increasing the teachers work load.

There is a suggestion that this issue could be resolved upon the signing of an overall contract.

**RECOMMENDATION ON**  
**990 HOURS OF INSTRUCTION**

The parties should continue to negotiate on this issue, without any particular language being recommended at this time.

**ARTICLE VI**  
**GUARANTEED PREPARATION TIME**

**F. Guaranteed Preparation Time.**

The Association seeks to guarantee 130 minutes of preparation time for elementary teachers. Currently, elementary teachers receive preparation time during specials. The Board resists the Association's proposal because it feels that it needs flexibility, should it be necessary to lay off special teachers. The Board further proposes to eliminate the potential need for elementary teachers to accompany students to their special classes.

Insofar as there isn't a current problem with preparation time, and the Board proposal most closely tracks current contract language with a slight improvement, it should be adopted.

**RECOMMENDATION ON**  
**GUARANTEED PREPARATION TIME**

The Board's proposal on Article VI F. should be adopted.

**ARTICLE VII**  
**TEACHING LOADS AND ASSIGNMENTS**

**Paragraph A.**

The Association seeks to guarantee a six period day at the high school, with one additional preparation period. At the middle school it seeks a seven period day, with six of those periods representing teaching and a ten minute homeroom assignment. The Board seeks to create a provision involving one planning period per day.

**RECOMMENDATION ON**  
**TEACHING LOADS AND ASSIGNMENTS**

Paragraph A. The current contract language should be continued with an adjustment for the new length of the middle and high school days.

**ARTICLE VII**  
**TEACHING LOADS AND ASSIGNMENTS**

**Paragraphs C. and D. - Change in Assignments.**

The Association seeks to lock in teacher assignments, absent a request by the teacher for a transfer. The current contract language makes changes in assignments voluntary to the extent possible. Insofar as an improper involuntary transfer could be dealt with in the grievance procedure, the current contract language should be retained.

**RECOMMENDATION ON**  
**CHANGE IN ASSIGNMENTS**

The current contract language should be retained.

**ARTICLE VII**  
**TEACHING LOADS AND ASSIGNMENTS**

**Paragraph E. - One Teacher Per Teaching Station.**

The Association seeks to preclude multiple instruction from one teaching site: the current contract allows it in an area designed to accommodate multiple teaching stations.

If the Association feels that a multiple teaching station is improper under the current contract language, it should deal with it in the grievance process, since the Employer would be precluded from arbitrary, capricious and unreasonable multiple sites. Therefore, the current contract language should be retained.

**RECOMMENDATION ON**  
**ONE TEACHING PER TEACHING STATION**

The current contract language should be retained.

**ARTICLE VII**  
**TEACHING LOADS AND ASSIGNMENTS**

**Paragraph F. - Criteria for Teaching Assignments.**

The parties should continue to negotiate on this issue, insofar as sufficient data for an appropriate recommendation is absent.

  
\_\_\_\_\_  
Mark J. Glazer, Fact Finder

Dated: August 6, 1996



## OLD CONTRACT

### ARTICLE VIII TEACHING CONDITIONS

The parties acknowledge that the primary duty and responsibility of the Teacher is to educate children and that the organization of the school and school day should be directed at insuring that the energy of the Teacher is primarily utilized to this end.

A. Establishing and maintaining excellence in education is the primary goal of the Teachers and the Board of Education of Piquette Community Schools. Both parties recognize the importance of acceptable pupil-teacher ratios in the equation of educational excellence. In continuous efforts to reach this commitment both parties agree to the following class size language:

#### (1) Elementary School:

(a) Young Five Range	1-15 18 Maximum
(b) Kindergarten and 1st Grade range	1-25 26-27 3 hours of aide time per week 28-29 5 hours of aide time per week 30 7 hours of aide time per week 30 Maximum
(c) Second and Third Grade range	1-28 29-30 3 hours of aide time per week 31-32 5 hours of aide time per week 33 7 hours of aide time per week 33 Maximum
(d) Fourth and Fifth Grade range	1-29 30-31 3 hours of aide time per week 32-33 5 hours of aide time per week 33 Maximum
(e) Split Classes	1-28 7 hours of aide time per week None 28 Maximum (the first/second grade split is to be avoided whenever possible) 34 Maximum 35 Maximum 36 Maximum 37 Maximum 38 Maximum

## ARTICLE VIII TEACHING CONDITIONS ASSOCIATION POSITION

### PEA PROPOSAL

#### ARTICLE VIII

##### TEACHING CONDITIONS

The parties acknowledge that the primary duty and responsibility of the Teacher is to educate children and that the organization of the school and school day should be directed at insuring that the energy of the Teacher is primarily utilized to this end.

A. Establishing and maintaining excellence in education is the primary goal of the Teachers and the Board of Education of Piquette Community Schools. Both parties recognize the importance of acceptable pupil-teacher ratios in the equation of educational excellence. In continuous efforts to reach this commitment both parties agree to the following class size language: **MAXIMUMS.**

#### (1) Elementary School:

(a) Young Five range	1-15 18 Maximum
(b) Kindergarten and 1st Grade range	1-25 26-27 3 hours of aide time per week 28-29 5 hours of aide time per week 30 7 hours of aide time per week 27 30 Maximum
(c) Second and Third Grade range Fourth and Fifth Grade	1-28 29-30 3 hours of aide time per week 31-33 5 hours of aide time per week 33 7 hours of aide time per week 30 33 Maximum
(d) Fourth and Fifth Grade range	1-29 30-31 3 hours of aide time per week 32-33 5 hours of aide time per week 33 Maximum
(e) Split Classes	1-28 7 hours of aide time per week None 28 Maximum (the first/second grade split is to be avoided whenever possible) 26 Maximum 27 Maximum 28 Maximum

## BOARD POSITION

### BOARD PROPOSED

#### ARTICLE VIII - Teaching Conditions

Introductory Paragraph - Current Language:

##### A. Current Language

- (1) Elementary School: - Current Language

# OLD CONTRACT

(2) Middle and High School:

South Grade	30 pupils
English	30 pupils
Social Studies	30 pupils
General Education	30 pupils
Mathematics	30 pupils
Science	30 pupils
Language Lab	30 pupils
Business	30 pupils
Typing	30 pupils
Industrial Arts & Vocational Shops	4 pupils/station with a maximum of 28 pupils
Computers	30 pupils
Drafting	30 pupils
Homemaking	30 pupils
Art	5 pupils/station
Health Classes taught independent of a Physical Education Unit	30 pupils
Health Units as part of a Physical Education Class	30 pupils
Reading Lab	32 pupils in a shared gym with no gym divider or 40 pupils in a shared gym with a gym divider or an unshared gym (no more than 2 classes per gym)
Remedial Classes	15 pupils
Bands & Choirs	Unlimited

B. The daily student load assigned to a respective staff member at the Middle School and High School level shall not exceed one hundred eighty (180) students and one hundred sixty-eight (168) students respectively, except for physical education classes, health taught as a unit which is part of a physical education class and music classes, in which case said subject classes may not exceed the individual class size plus three during any given class period; music classes, as stated, are unlimited. Daily student load figures stated shall be permitted for classes with "Article VIII, Section A" class sizes greater than 30 pupils. The above stated "Article VIII, Section A" class sizes may not be exceeded on an individual class period basis by more than three (3) students. Student aides shall not count as part of any of the aforementioned student loads. However, should an individual course for a Teacher exceed the maximum, then the Board will review and remedy the situation by utilizing one, or a combination of, the following:

- (1) level individual courses taught on a period-by-period basis in order to reduce all courses taught during an individual period to within class-size limits as listed in Article VIII, Section A, or
- (2) hire additional secondary teaching staff to reduce all courses taught on a period-by-period basis to within class-size limits as listed in Article VIII, Section A.

# ASSOCIATION POSITION

(2) Middle and High School:

South Grade	30 pupils
English	30 pupils
Social Studies	30 pupils
General Education	30 pupils
Mathematics	30 pupils
Science	30 pupils
Language Lab	30 pupils
Business	30 pupils
Typing	30 pupils
Industrial Arts & Vocational Shops	4 pupils/station with a maximum of 28 pupils
Computers	30 pupils
Drafting	30 pupils
Remedial Lifescells	5 pupils/station
Art	30 pupils
Health Classes taught independent of a Physical Education Unit OR Health Units as part of a Physical Education Class &	30 pupils
Physical Education Classes	32 pupils in a shared gym with no gym divider or 40 pupils in a shared gym with a gym divider or an unshared gym (no more than 2 classes per gym)
Reading Lab	15 pupils
Remedial Classes	15 pupils
Bands & Choirs	Unlimited

B. The daily student load assigned to a respective staff member at the Middle School and High School level shall not exceed one hundred eighty (180) students and one hundred sixty-eight (168) students respectively except for physical education classes taught as a unit which is part of a physical education class and music classes, in which case said subject classes may not exceed the individual class size plus three during any given class period; music classes, as stated, are unlimited. Daily student load figures stated shall be permitted for classes with "Article VIII, Section A" class sizes greater than 30 pupils. The above stated "Article VIII, Section A" class sizes may not be exceeded on an individual class period basis by more than three (3) students. Student aides shall not count as part of any of the aforementioned student loads. However, should an individual course for a Teacher exceed the maximum, then the Board will review and remedy the situation by utilizing one, or a combination of, the following:

- (1) level individual courses taught on a period-by-period basis in order to reduce all courses taught during an individual period to within class-size limits as listed in Article VIII, Section A, or
- (2) hire additional secondary teaching staff to reduce all courses taught on a period-by-period basis to within class-size limits as listed in Article VIII, Section A.

# BOARD POSITION

(2) Middle and High School:

South Grade	30 pupils
English	30 pupils
Social Studies	30 pupils
General Education	30 pupils
Mathematics	30 pupils
Science	30 pupils
Language Lab	30 pupils
Business	30 pupils
Typing	30 pupils
Industrial Arts & Vocational Shops	4 pupils/station with a maximum of 28 pupils
Computers	30 pupils
Drafting	30 pupils
Homemaking	5 pupils/station
Art	30 pupils
Health Classes taught independent of a Physical Education Unit OR Health Units as part of a Physical Education Class & Physical Education Classes	30 pupils
Reading Lab	32 pupils in a shared gym with no gym divider or 40 pupils in a shared gym with a gym divider or an unshared gym (no more than 2 classes per gym)
Remedial Classes	15 pupils
Bands & Choirs	Unlimited

B. Current Language except assumed 168 to 180

# AR. 22.11.111 TEACHING CONDITIONS ASSOCIATION POSITION

## BOARD POSITION

- C. Current contract language
- D. Current contract language
- E. Current contract language
- F. Current contract language
- G. Current contract language

- G. B. The Board agrees at the elementary level to limit the total number of split classes which shall be operated in any one (2) per operating elementary building. Operating elementary buildings shall contain buildings used exclusively to house kindergarten students.
- D. C. An individual Teacher may waive individual class size limits and/or daily load limits at his/her discretion.

E. It is further agreed to between the parties that:

- (1) If a lack of facilities to adequately house students in accordance with Sections A, B and C above exists due to an "Act of God", growth in student enrollment, or if the district would be required to discontinue any existing student program offerings in order to accommodate for a shortage of facilities, then the language agreed to in Sections A, B and C above shall be relaxed to the extent necessary to accommodate the prevailing conditions until the beginning of the next semester that the condition or conditions no longer exist, and further:
- (2) If the school district's financial condition is such that the June 30 year end audit establishes a General Operating Fund deficit (provided the school district has not passed prior to the opening of school increased millage which would cover said deficit and operating funds necessary for the ensuing school year) which may require the district under the rules and regulations of the State of Michigan to file a deficit elimination plan with the Board of Education - Department of Education, then the Board of Education may consider its responsibility to offset such by setting aside the language agreed to in Sections A, B and C above until the beginning of the next school fiscal year in which an actual deficit no longer exists.

F. The following shall apply with respect to the utilization of aides:

- 1. Classroom aides will be assigned to qualified classrooms as soon as possible but no later than Monday of the fourth week of school (counting the first period week as a full week) with additional Teacher adjustment of aide time to begin on the first Monday of November and continue on the first Monday of the month through the first Monday of June (except that no new personnel will be added to staff after the first Monday of May adjustment).
- 2. Regarding the absence of a classroom aide:
  - a. A substitute aide will be provided on the second consecutive day of the regular aide's absence and thereafter until the absent aide returns to work.
  - b. When an aide will be absent on a pre-arranged date, a substitute will be provided beginning on the first day of absence and thereafter until the aide returns to work.
- 3. Each Special education student assigned to a CLASSROOM teacher for fifteen (15) or more hours per week of instructional time (by said teacher) shall be counted as FIVE STUDENTS AS PART of the teacher's student load when determining CLASS SIZE MAXIMUMS AND aide time as established in section a(1) of this article.

G. It is the responsibility of the Board to supply each Teacher with the necessary supplies, equipment and educational materials that are required for the attainment of the educational goals that have been prescribed by the Board.

## OLD CONTRACT

- C. The Board agrees at the elementary level to limit the total number of split classes district-wide to a number equal to two (2) per operating elementary building. Operating elementary buildings shall include buildings used exclusively to house kindergarten students.
- D. An individual Teacher may waive individual class size limits and/or daily load limits at his/her discretion.

E. It is further agreed to between the parties that:

- (1) If a lack of facilities to adequately house students in accordance with Sections A, B and C above exists due to an "Act of God", growth in student enrollment, or if the district would be required to discontinue any existing student program offerings in order to accommodate for a shortage of facilities, then the language agreed to in Sections A, B and C above shall be relaxed to the extent necessary to accommodate the prevailing conditions until the beginning of the next semester that the condition or conditions no longer exist, and further:
- (2) If the school district's financial condition is such that the June 30 year end audit establishes a General Operating Fund deficit (provided the school district has not passed prior to the opening of school increased millage which would cover said deficit and operating funds necessary for the ensuing school year) which may require the district under the rules and regulations of the State of Michigan to file a deficit elimination plan with the Board of Education - Department of Education, then the Board of Education may exercise its responsibility to offset such by setting aside the language agreed to in Sections A, B and C above until the beginning of the next school fiscal year in which an actual deficit no longer exists.

F. The following shall apply with respect to the utilization of aides:

- 1. Classroom aides will be assigned to qualified classrooms as soon as possible but no later than Monday of the fourth week of school (counting the first partial week as a full week) with additional Teacher adjustment of aide time to begin on the first Monday of November and continue on the first Monday of the month through the first Monday of June (except that no new personnel will be added to staff after the first Monday of May adjustment).
- 2. Regarding the absence of a classroom aide:
  - a. A substitute aide will be provided on the second consecutive day of the regular aide's absence and thereafter until the absent aide returns to work.
  - b. When an aide will be absent on a pre-arranged date, a substitute will be provided beginning on the first day of absence and thereafter until the absent aide returns to work.
- 3. Special education students assigned to a teacher for fifteen (15) or more hours per week of instructional time (by said teacher) shall be counted as part of the teacher's student load when determining weekly aide time as established in section a(1) of this article.

G. It is the responsibility of the Board to supply each Teacher with the necessary supplies, equipment and educational materials that are required for the attainment of the educational goals that have been prescribed by the Board.

## OLD CONTRACT

### ARTICLE XIX SCOPE OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. THE PARTIES SHALL PROMPTLY MEET TO NEGOTIATE ALTERNATE LANGUAGE FOR THE VOIDED PROVISIONS.
- C. 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 matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of the Agreement.
- D. Neither party to this Agreement shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or specifically referred to or covered in this Agreement or 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, the parties may meet for the purpose of resolving matters of mutual concern which may arise during the term of this Agreement. This Agreement is subject to amendment, alteration, or addition only by a subsequent agreement between and executed by the Association and the Board.
- E. At least sixty (60) days prior to the expiration of this Agreement, the Association shall notify the Board of its desire to commence negotiations for a new Agreement covering wages, hours, terms and conditions of employment of Teachers employed by the Board. THE BOARD AGREES THAT ACTIVE NEGOTIATIONS SHALL BEGIN NOT LATER THAN THIRTY (30) DAYS AFTER SAID NOTICE.

## NEW LEA SCOPE OF AGREEMENT ASSOCIATION POSITION

### ARTICLE XIX SCOPE OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. THE PARTIES SHALL PROMPTLY MEET TO NEGOTIATE ALTERNATE LANGUAGE FOR THE VOIDED PROVISIONS.
- C. 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 matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of the Agreement.
- D. Neither party to this Agreement shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or specifically referred to or covered in this Agreement or 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, the parties may meet for the purpose of resolving matters of mutual concern which may arise during the term of this Agreement. This Agreement is subject to amendment, alteration, or addition only by a subsequent agreement between and executed by the Association and the Board.
- E. THE PARTIES MUTUALLY RECOGNIZE THAT NUMEROUS WORKING CONDITIONS EXIST THAT AFFECT THE RATES OF PAY, WAGES, HOURS OF EMPLOYMENT AND/OR OTHER CONDITIONS OF EMPLOYMENT WHICH ARE NOT HEREIN SET FORTH IN DETAIL BUT RATHER ARE ESTABLISHED BY PRACTICE. SUCH TERMS AND CONDITIONS OF EMPLOYMENT SHALL BE CONTINUED DURING THE LIFE OF THIS AGREEMENT AS IN THE PAST, EXCEPT AS SUCH TERMS AND CONDITIONS SHALL BE MODIFIED IN THIS AGREEMENT OR AMENDMENTS THEREOF.
- F. THE PARTIES MUTUALLY RECOGNIZE THAT FROM TIME TO TIME DURING THE LIFE OF THIS AGREEMENT, CONDITIONS MAY CHANGE WHICH MAY AFFECT THE RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT FOR BARGAINING UNIT MEMBERS. IN THE EVENT THE ASSOCIATION MAKES A DEMAND TO BARGAIN, THE PARTIES SHALL PROMPTLY MEET TO NEGOTIATE OVER THE RATES OF PAY, WAGES, HOURS OF EMPLOYMENT AND/OR OTHER CONDITIONS OF EMPLOYMENT.
- G. At least sixty (60) days prior to the expiration of this Agreement, the Association shall notify the Board of its desire to commence negotiations for a new Agreement covering wages, hours, terms and conditions of employment of Teachers employed by the Board. THE BOARD AGREES THAT ACTIVE NEGOTIATIONS SHALL BEGIN NOT LATER THAN THIRTY (30) DAYS AFTER SAID NOTICE.

## BOARD POSITION

Board Proposal  
March 28, 1996

### ARTICLE XIX SCOPE OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Teacher contracts heretofore in effect. All future individual Teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. THE PARTIES SHALL PROMPTLY MEET TO NEGOTIATE ALTERNATE LANGUAGE FOR THE VOIDED PROVISIONS TO THE EXTENT ALLOWED BY LAW.
- C. 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 matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of the Agreement.
- D. Neither party to this Agreement shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or specifically referred to or covered in this Agreement or 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, the parties may meet for the purpose of resolving matters of mutual concern which may arise during the term of this Agreement. This Agreement is subject to amendment, alteration, or addition only by a subsequent agreement between and executed by the Association and the Board.
- E. THE PARTIES MUTUALLY RECOGNIZE THAT FROM TIME TO TIME DURING THE LIFE OF THIS AGREEMENT, CONDITIONS MAY CHANGE WHICH MAY AFFECT THE RATES OF PAY, WAGES, HOURS OF EMPLOYMENT, OTHER CONDITIONS OF EMPLOYMENT FOR BARGAINING UNIT MEMBERS OR OTHER TERMS OF THIS CONTRACT. IN THE EVENT THAT THE ASSOCIATION OR THE BOARD MAKES A DEMAND TO BARGAIN, THE PARTIES SHALL PROMPTLY MEET TO NEGOTIATE OVER THE RATES OF PAY, WAGES, HOURS OF EMPLOYMENT AND/OR OTHER CONDITIONS OF EMPLOYMENT.
- F. At least sixty (60) days prior to the expiration of this Agreement, the Association shall notify the Board of its desire to commence negotiations for a new Agreement covering wages, hours, terms and conditions of employment of Teachers employed by the Board.