

8/31/92

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF PONTIAC
AND
PONTIAC EDUCATION ASSOCIATION
1988-1992

Pontiac School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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LABOR AND INDUSTRIAL
RELATIONS COMMISSION
Michigan State University

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**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
THE PONTIAC EDUCATION ASSOCIATION**

This Agreement is made and entered into this 7th day of September, 1989, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board" and the Pontiac Education Association, hereinafter called the "Association."

Witnesseth: Whereas, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms, and conditions of employment, it is hereby agreed as follows:

ARTICLE 1 RECOGNITION

Item 1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional and professional/technical employees employed by the Board including those on leave but excluding the following positions:

Superintendent
Deputy Superintendent
Assistant Superintendents
Principals
Assistant Principals

Executive Directors:

Business Services
Educational Support Services
Elementary Instruction
Employee Relations
Personnel
Physical Plant Services
Pupil Personnel Services
Research, Evaluation and Information Services
Secondary and Extended Instruction

Directors:

Adult and Continuing Education
ECIA Chapter I/Article 3
Maintenance, Operations and Grounds
Personnel
Special Education
Vocational Education

Supervisors:

Accounting

Dispatching
ECIA Chapter I Cable Television
ECIA Chapter I Instruction
ECIA Chapter 1 Management
Employee Compensation
Evaluation
Fine and Performing Arts
Food Service
Instructional Technology
Placement Coordination
Plant Operations
Pupil Personnel Services
Special Education
Transportation
Warehousing and Supply Management

Information Services Programmer
Non-Credit/Non-Membership Teachers
Per Diem Substitute Teachers

- Item 2 Such representation shall cover all newly created professional and professional/technical positions unless such positions are primarily supervisory. Professional/technical employees shall include those employees who have a minimum of a bachelor degree or are required to hold a state license to do their specialized duties; who operate independent of direct supervision; and who are directly involved with students and teachers in the instructional process.
- Item 3 The term "teacher" as used in this Agreement shall refer to all employees recognized in the Agreement.
- Item 4 Teachers recognized in this Agreement shall be in one of the following classifications:

Elementary or secondary education teachers;
Full-time Continuing Education teachers;
Headstart teachers
Part-time Continuing Education teachers;
Professional/Technical employees;
Michigan Early Childhood Program teachers
(According to 1988 MDE Grant).
- In the event the District desires to implement a Headstart Program, the Association and the District agree to negotiate wages, benefits, hours and other conditions of employment for Headstart teachers. The parties shall have ten calendar days to conclude these negotiations.
- Item 5 Unless specifically exempted, all language in this Agreement shall pertain to all teachers.
- Item 6 The Board shall not negotiate with or recognize any

teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2 BOARD RIGHTS

There is reserved exclusively to the Board, all responsibilities, powers, rights and authority vested in it by the laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and, in specific terms, limited by provision of this Agreement.

ARTICLE 3 ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

Section A Association Rights and Responsibilities

- Item 1 The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings or Association business without rental charge. If special custodial service is required, there may be a charge. The School District building reservation procedures will be followed.
- Item 2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that the conduct of such business shall not interfere with or interrupt the normal school operations, teacher assignment for the instruction or management of pupils or special assignments of teachers. These representatives shall follow Board policies regarding "visitors to school buildings."
- Item 3 The Association shall have the right to use Board owned audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- Item 4 The Association may use the District mail service and teacher mail boxes for communications to teachers. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided. The Association representative, who shall be known to the principal or supervisor has the responsibility to maintain the bulletin board space assigned for Association use. All notices posted on this board must be signed by the Association representative if they are not identified as from the Association. The rights granted herein to the Association shall not be granted or extended to any competing teacher labor organization.
- Item 5 On reasonable notice, the Board shall provide the Association with copies of regularly prepared Board, County,

State, and Federal reports concerning School District financial resources including the annual financial reports and audits, final budget documents, all Board agendas and minutes of meetings which are open to the public, membership data, personnel office information on teachers including but not limited to name, location, assignment, professional training and experience levels, salary, certification, probationary or tenure status, sex, birthdate, and other recorded information that is readily available to assist the Association in representing teachers. Restricted or confidential information pertaining to the evaluation of a teacher's performance prior to employment in the School District and pre-employment recommendations contained in the personnel file shall not be available to the Association. The Association shall assume the cost of additional copies when only the original is available.

Item 6 The Association shall be advised of budgetary, tax, or legislative problems, revision in educational programs or processes, and major building programs which are under consideration by the Board. The Board shall give the Association the opportunity to consult with it in regard to the above items at the formulative stages prior to finalization, general publication, and adoption. The Association recognizes its responsibility to give all possible assistance to the implementation of any of the above on which mutual agreement exists at adoption and teachers shall be encouraged to participate in all aspects of implementation including in-service training, field testing, and evaluation.

Item 7 The president of the Pontiac Education Association shall receive full released time. The president will report to the personnel office for employment related purposes. In addition to the released time provided to the president, the Association shall have a maximum of seventy-five (75) days of released time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part in business which pertains to the Association. The Association shall provide at least five (5) days prior notification, and shall submit appropriate forms for released time other than that provided to the president. No teacher, excluding the president or a member serving the state or national Association in a leadership role, shall be granted released time for more than five (5) days per school year. The District, the Association and the teacher shall develop plans to minimize any possible interruption of instruction. Time in addition to the aforementioned days may be worked out for members serving the national or state Association in leadership roles.

Item 8 Teachers on any committee above the building level, which in any public way presents its decisions as representative of teachers' "opinion" or "approval," shall be appointed by the Association.

Item 9 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers currently employed within thirty (30) days after the Agreement is signed. Copies of the Agreement shall be provided to teachers hereafter employed by the Board at the time of their hire. The Board shall furnish copies of the Master Agreement to the Association for its use.

Item 10 The Association and the Board shall meet at least once each month at the request of either party to discuss and study matters of mutual interest which fall outside the scope of this Agreement. The purpose of these meetings shall be to provide a means whereby:

10.1 Items of concern to the Association may be brought to the attention of the Board representative for consideration.

10.2 Items of concern to the Board representatives may be brought to the attention of the Association for consideration.

10.3 Information may be exchanged.

10.4 A high level of mutual understanding may be maintained.

10.5 Matters pertaining to the general welfare of teachers and the School District may be discussed.

Item 11 Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association, provided, that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

Section B Teacher Rights and Responsibilities

Item 1 Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights conferred by the Michigan Public Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided by board policy or established procedure. The Board shall not directly or indirectly discourage teachers in their exercise of the aforementioned rights nor shall teachers be discriminated against in any way because of their activities in the Association to achieve these rights.

Item 2 The provisions of this Agreement shall be applied without

regard to race, creed, religion, color, national origin, age, handicap, sex, or marital status. Membership in the Association shall not be denied to any teachers because of race, creed, religion, color, national origin, age, handicap, sex, or marital status.

Item 3 Each teacher shall have the right, upon request, to review the contents of the teacher's personnel file, in compliance with the law. Such reviews shall be scheduled by appointment with an official in the Personnel Office. The Executive Director Personnel or designee shall be present during the review. A representative of the Association may, at the teacher's request, accompany the teacher during this review. Each teacher's file shall contain the following items of information at a minimum:

3.1 A transcript or academic records

3.2 All teacher evaluation reports

3.3 Recommendations for tenure

3.4 All written records of performance

3.5 Any written suggestions for improvement of performance

3.6 Any written reprimand or warnings issued

Item 4 A teacher shall at all times be entitled to have present a representative of the Association when being formally disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. No action shall be taken against a teacher without due process or just cause. Any such discipline or reprimand by the Board or representative of the Board, shall be done in privacy. All information forming the basis for action shall be made available to the teacher.

Item 5 No formal action shall be taken upon a complaint against a teacher, nor shall any record thereof be included in the personnel file of the teacher unless such matter is promptly reported in writing to the teacher. Teachers who are complained against shall be entitled to a meeting with their supervisor and the complainant at the request of the teacher. A teacher may request Association representation at this meeting.

Item 6 Teachers have the right to expect that the grades they assign will not be changed and that unearned course credit shall not be granted. However, the Board retains the right to review the grades assigned by teachers and to grant

course credit. In the event that a grade or credit is challenged, the process described herein below shall be followed:

- 6.1 A challenge to a grade shall be investigated by a committee of four (4) composed equally of teachers appointed by the Association and of administrators appointed by the Board, which committee will serve as a finder of fact in the dispute.
- 6.2 This committee shall convene a hearing which shall afford the teacher the opportunity to present evidence, testimony, and witnesses.
- 6.3 The committee shall forward a written report of its findings to the Superintendent, with a copy to the Association. This report will contain a statement of the position of the student, a statement of the position of the teacher, and the recommendation of the committee.
- 6.4 The Superintendent will render a decision in the dispute.
- 6.5 If the decision of the Superintendent is to change the grade or credit assigned by the teacher, the reasons for the decision will be provided to the Association in writing prior to the disclosure of the decision to any other party.

ARTICLE 4 PROFESSIONAL DUES, FEES AND DEDUCTIONS

Section A Dues and Fees

- Item 1 Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain, or drop membership in the Association.
- Item 2 A teacher shall by the sixtieth (60th) day from the commencement of employment, as a condition of continued employment, become a member of the Association or pay to the Association a sum equivalent to the dues of the Association. Dues of teachers hired during the school year shall be a proration of the annual dues based on the ten (10) months of the school year and the number of months remaining.
- Item 3 If a teacher does not desire to tender payment of dues or a service fee in a single payment, a written authorization may be executed to the Board, through the Association, for payroll deductions. Such authorization is voluntary and revocable from year to year between August 1 and September 1. Deductions shall be made in fifteen (15) equal installments beginning with the first regular salary check of the teacher in October and every two weeks thereafter

until completion.

Item 4 In the event that dues or a service fee are not paid or an authorization for the same is not signed by the sixtieth day from the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current year.

Item 5 In implementing this Article, the Board and Association assume the following responsibilities:

5.1 The Board shall give notice of and explain this Article to any new teachers at the time of employment.

5.2 The Association shall provide the Board with annual notice stating the dues.

5.3 The Board shall notify the Association of all new teachers hired and the location of their assignment, hours of pupil contact per week, and home address.

5.4 The Association shall, before the expiration of the sixty (60) day period, send written notice to each teacher who has not fulfilled the obligation, that a request for termination of services shall be made to the Board. A copy of this notice shall go to the Board.

5.5 The Association shall, after the sixty (60) day period, request in writing the Board terminate any employee not in conformance with this Article.

5.6 The Board shall then proceed with the processes of the Teacher Tenure Act to terminate the services of the teacher in accordance with this Article. The Association shall assume all costs including, but not limited to, attorney fees and recorder fees to orderly process the termination of an employee for non-compliance.

Item 6 The Association agrees to assume the legal defenses of any suit or action against the Board regarding this Article of the Agreement. The Association further agrees to indemnify the Board for any cost or damages which may be assessed the Board as a result of said suit or action, subject, however, to the following conditions:

6.1 The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.

6.2 The Association, after consultation with the Board,

has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by any court or tribunal.

- 6.3 The Association has the right to choose the legal counsel to defend any such suit or action.
- 6.4 The Association shall have the right to compromise or settle any claim made against the Board under this Article.

Section B Deductions

- Item 1 The Board agrees to normally remit within five (5) days the authorized deductions for membership dues or fees to the Association, accompanied by an alphabetical list of teachers for whom such deductions have been made, the amount deducted and indicating any changes in personnel from the list previously furnished. The Association agrees to promptly advise the Board of any members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board. The current established procedures for the handling of deductions shall be maintained unless changes are mutually agreed to by both parties.
- Item 2 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teachers and make appropriate remittance for Credit Union, Savings Bonds, United Way, or any other plans, other financial institutions or programs jointly approved by the Board and the Association. In addition, upon appropriate authorization from the teacher, the Board shall reduce the salary of the teacher and make appropriate remittance for tax deferred annuities. It is understood that all such requests for reductions shall be in accordance with current rules and regulations of the Internal Revenue Service.

ARTICLE 5 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

Section A Regular Teacher Assignments

- Item 1 All new teachers in the K-12 and Continuing Education Programs employed by the Board for a regular teaching assignment shall hold or be eligible for a valid Michigan provisional or continuing teaching certificate.
- Item 2 Where certified teachers cannot be employed for regular K-12 and Continuing Education teaching assignments special certification shall be adequate to comply with the provisions of Item 1. The Association shall be advised in each case and the Board shall indicate the extent to which

it has endeavored to staff such a position with a certified teacher. Full-time teachers so employed shall complete ten (10) semester hours of course credits annually toward the fulfillment of the requirements for eligibility for a valid Michigan provisional teaching certificate. Proof of credits must be submitted to the Personnel Office on or before August 15 of the current school year. The August 15 deadline shall not operate to deprive the teacher of a twelve month period in which to earn ten (10) semester hours. Proof of credits may be an official school transcript or certification from the instructor or school of satisfactory course completion. Notwithstanding the above, certificated teachers shall be laid off at the end of the semester immediately preceding the availability of certificated teachers to fill their positions, but in no case shall layoff occur with fewer than thirty (30) day notice. A teacher laid-off under these circumstances retains all rights set forth in Article 10 of this Agreement.

Item 3 Certification and qualification will be factors considered in the determination of individual teaching assignments. Qualifications will be determined by majors and minors in grades 7-12, experience in teaching the particular subject, or educational level or program, semester credit hours in the particular subject and evaluations. Teachers with experience in a particular educational level or program will be given preference in assignment unless the experience requirement conflicts with the opportunities for the teacher with the most seniority being offered a particular assignment. In the event that such a conflict exists, the teacher's seniority will supersede the experience requirement. Teachers assigned in this manner shall be subject to the evaluation process.

Item 4 Changes in assignment of teachers to outside their major or minor field of study shall be only by voluntary acceptance of the teacher involved unless it can be clearly demonstrated that no other scheduling option exists. Teachers shall not be changed from a major area except by written notification, for good cause, and on a temporary basis. Such notification shall be made early enough for schedule adjustments to be made, unless extenuating circumstances exist. If a teacher is involuntarily reassigned from one department to another within a building and a subsequent reduction would cause the teacher to be involuntarily transferred to another building, that teacher shall be able to return to the original department in order to avoid the involuntary transfer. All teachers reassigned from their major area shall have priority for the first position in their major area that becomes vacant. Teachers assigned to a minor area by choice have the same rights to that assignment. Teachers have the right to immediate appeal of such reassignment over a less senior teacher to the appropriate Personnel Director. This appeal shall be

submitted in writing within fourteen (14) calendar days of receiving a written assignment or the first day of the assignment, whichever is earliest. The Personnel Director shall hold any reassignment in abeyance until the appeal is heard and decision as to seniority is established.

Item 5 The Board shall process the renewal of annual vocational authorization and keep the teacher informed of any change in status.

Item 6 In the development of teacher assignments at the secondary level, the District shall actively seek to limit the number of subject preparations and to consolidate department assignments to the extent possible and feasible. Secondary preparations shall be limited to three (3) unless more are voluntarily accepted by the teacher. Differentiation between preparations shall be established by consensus between the Association and the District. Continuing Education Teachers assigned multiple preparations shall be consulted prior to implementation.

Item 7 No teacher shall be required to substitute for another teacher, take another teacher's assignment or take students assigned to another teacher except in the case of an unforeseen, emergency situation when the administration has attempted to contact every substitute and found no one available to assume the assignment. In the event this emergency exists, the following procedure shall be utilized:

7.1 All available certified personnel shall be assigned on a rotating basis in the following order:

7.1.1 Central Office non-administrative personnel. The Board will publish a rotation list for these teachers which shall identify the days on which the teachers will be on-call for substitute duty.

7.1.2 Personnel assigned to other than teaching duties in a building.

7.1.3 Specialized personnel in a building who are assigned classes.

7.2 No person shall be required to substitute more than the equivalent of three (3) days in one school year. Item 7.1.1 shall be exhausted before Item 7.1.2 is utilized. Item 7.1.2 shall be exhausted before Item 7.1.3 is utilized. If these lists become exhausted, the three (3) day limit shall be removed and the process shall be implemented with the same procedure of rotation.

7.3 Only in the case of the total classroom assignment of all certified employees will classes be split among

other classrooms.

- 7.4 Equity shall be provided for teachers working in more than one building.
- 7.5 Voluntary substitution will be equated with assigned substitution.

The Board shall take every reasonable step to find and identify those people who are willing to serve as substitute teachers within the District.

- Item 8 All teaching positions covered by this Agreement shall be staffed by teachers. All student teachers and teacher trainees in K-12 and Continuing Education Programs shall be under the supervision of a tenure teacher. Teachers may voluntarily accept the assignment of a student teacher or teacher trainee. A personal interview shall occur between the teacher and the student or trainee prior to assignment, whenever possible.
- Item 9 Guidelines for the utilization of monies made available to the District by the placing of teacher trainees shall be developed jointly by a committee composed of Association appointed teachers and administrators appointed by the Board. An administrator shall be designated to administer such funds. This joint committee shall also develop the plans and procedures for the over-all implementation of the teacher trainee program in the District.
- Item 10 A paraprofessional functioning with students in a role allied with instruction shall be assigned to a teacher and function under the direction of that teacher at all times assigned. Teachers shall voluntarily accept the assignment of paraprofessionals. Teachers shall direct the activities and evaluate the effectiveness of paraprofessionals working with them. The paraprofessional and teacher shall have mutual non-student time in the ratio of one hour for every five (5) hours scheduled. Where a paraprofessional is assigned to more than one teacher, a detailed schedule shall be established in writing. In no case shall paraprofessionals be used to replace an absent teacher or a teacher performing another function. All programs involving the use of paraprofessionals in a role allied with instruction shall be subject to review by the Association. The Association recognizes that certain programs require for funding that paraprofessionals be assigned to the teacher. In such programs the teacher who accepts the position shall also accept the assignment of the required paraprofessionals.
- Item 11 It is not the intent of the District to eliminate teachers with secondary certification in the Junior High/Middle Schools.
- Item 12 It is the goal of the District to provide to the Association

student projections by April 1 and projected staff allocations by May 1 of the prior school year. All full-time bargaining unit members shall be informed of their tentative assignments for the forthcoming school year on or before the last work day for teachers. For elementary classroom teachers, such notice shall include building and grade level to be taught. For secondary classroom teachers, such notice shall include building and courses to be taught. For other full-time bargaining unit members, such notice shall include work location(s) and work schedule.

- Item 13 In order to facilitate assignment, as well as general recruitment, the Association agrees that teachers shall communicate their tentative plans for the following year by May 1 to their immediate supervisor.

Section B Additional Teaching Assignments

- Item 1 Assignments in addition to the normal teaching schedule shall be voluntarily accepted. Teachers shall be made aware of the availability of additional assignments through the regular posting procedure which shall include subject area, grade level and building for each position, and any special techniques or methods which are expected to be used. All assignments shall be made by the Personnel Division.

- Item 2 Preference in filling vacancies in teaching positions of limited duration which are not extensions of regular teaching duties shall first be given to those who held the position and performed satisfactorily the last time the position was available. If there are additional vacancies after filling positions with teachers who have satisfactorily held the position previously preference shall be given to applicants teaching within the subject area and having experience in the techniques and methods required for the position. Seniority shall operate to break ties. No one from outside the bargaining unit shall be employed unless there are no applicants from within the bargaining unit certified and qualified to teach the subject area.

- Item 3 Applicants not employed for an additional assignment shall be notified in writing and shall be able to request a conference with the appropriate Personnel Director to discuss reasons for non-assignment. Teachers who have performed unsatisfactorily in assignments that are in addition to the normal teacher's schedule, shall be notified in writing at the conclusion of that assignment.

- Item 4 Summer school shall not be used to replace classes taught during the regular school year.

Section C Part-time Continuing Education Laboratory Assignments

- Item 1 Full-time laboratory teachers shall have preference in filling vacancies in positions utilizing their

laboratories. The full-time teacher shall forfeit this preference once they fail to apply for such vacancies.

Section D Extra Pay Assignments

- Item 1 Extra pay assignments within the building shall be voluntarily accepted. Teachers shall be made aware of the availability of extra pay assignments by means of a posting within the building. All extra pay assignments will be made by the principal.
- Item 2 Preference in filling vacancies in assignments shall be given to those who held the assignments and performed satisfactorily the last time the assignment was available.
- Item 3 Among new candidates who apply, the applicant whose qualifications and experience are best matched shall be assigned. If the qualifications and experience of applicants are substantially equivalent, the most senior applicant shall be assigned. No one from outside the building shall be assigned unless there are no qualified applicants from within the building.

ARTICLE 6 VACANCIES AND TRANSFERS

Section A Vacancies

- Item 1 The Board will consider the interest and aspirations of teachers in filling vacancies.
- Item 2 Any vacancy in an existing classroom position shall be filled as follows:
 - 2.1 On or before May 15 teachers shall be notified that they may apply for any classroom position currently existing in the District. Teachers may file for these positions through October 15. On October 16 the requests will be frozen until May when anyone requesting a change must refile.
 - 2.2 As vacancies occur they shall be filled from the list of teachers on file. Teachers rejecting a position for which they have filed, shall be eliminated from consideration for that position for the remainder of the school year. One voluntary transfer may be allowed each year, except that a teacher involuntarily transferred then becomes eligible again for voluntary transfer.
 - 2.3 Vacancies resulting from the transfer of teachers to an initial opening may be staffed on a temporary basis by an applicant not presently employed after two (2) vacancies have resulted following the initial opening. Temporarily filled positions shall be filled

from the list in the month of June for the next school year.

2.4 Vacancies occurring after March 1 may be staffed on a temporary basis for the remainder of the school year. Such positions shall be filled from the list filed by October 15 of the current school year.

2.5 Vacancies occurring after May 1 shall be filled on a substitute basis. Such positions shall be filled the next school year from the list filed by October 15 of the current school year.

Item 3 Any non-classroom position or classroom position which is not a duplication of an existing position within a school building shall be posted. Positions which have duties similar to positions in established programs shall carry the same qualifications and job description as like established positions. A classroom position shall be posted during the period from October 16 to March 1 when there are no active transfer requests on file, subject to the provisions of Item 2 of this Section. A position which is known to be available for the following school year shall be posted and may be tentatively filled prior to May 15.

Item 4 To meet the requirements for posting, the position must be posted for a minimum of seven (7) calendar days prior to the deadline for filing of applications. Such posting shall be displayed on staff bulletin boards in all school buildings where teachers are assigned and in the personnel office. A copy of all postings shall be sent to the Association office.

Item 5 Postings for vacancies for the ensuing school year that occur between June 15 and August 15 shall be for a period of twenty-one (21) calendar days but the requirements shall not extend beyond the last Monday in August. Upon request, the personnel office shall forward copies of such postings to the Association office in sufficient numbers so that the Association may forward them to interested teachers.

Item 6 At no time shall notice of a specific vacancy be sent to a college or university placement bureau, other professional placement service, another school district, an individual, or advertised in any way prior to the internal posting required in this Article. External notification of a vacancy may begin on the date of the posting.

Item 7 Any teacher who is not selected for a position for which he/she applied shall be informed in writing of the person who was selected and may request of the appropriate Personnel Director, within ten (10) days, information as to why another candidate was chosen and be afforded a conference. In the event a posted position vacancy is not to be staffed, teachers responding to the posting of that

position shall be notified. The Association shall be notified of teachers awarded posted vacancies.

- Item 8 While it is understood that it is the policy of the Board to appoint the most qualified applicant recommended by the Superintendent, no outside applicant shall be appointed to a bargaining unit position unless there are no qualified applicants in the system. Tenure teachers who have received a less than satisfactory evaluation the previous year shall have no rights for any change in position during the school year unless mutually agreed by the teacher and the Board. Probationary teachers shall have no rights to any change in position during the school year unless mutually agreed by the teacher and the Board.
- Item 9 Part-time Continuing Education teachers are excluded from the provisions of this Article. Part-time Continuing Education teachers shall have priority for any posted part-time Continuing Education position for which they apply and for which they are certified and qualified. Part-time Continuing Education teachers will be considered for full-time regular and Continuing Education positions for which they apply before applicants outside the district.
- Item 10 The Board shall publish a tentative list of all identified vacancies to the Association on or before May 1 of each school year.
- Item 11 Notice shall be given to the Association prior to posting part-time Professional Technical positions.
- Item 12 The number of part-time Continuing Education teachers shall not exceed three (3) times the number of full-time Continuing Education teachers plus three (3) Career Advisors. Part-time Continuing Education teachers hired pursuant to a consortium agreement are excluded from the above formula.

Section B Transfers

- Item 1 Where transfers are necessary because of a reduction of students within a building or a reduction in local, state or federal funds, volunteers will be solicited with preference going to the teacher with the most seniority.
- Item 2 The transfers shall be deemed to be involuntary:
- 2.1 A transfer out of a building or a program which is not by a teacher's choice;
 - 2.2 A change of more than two (2) grade levels in an elementary building;
 - 2.3 A change in subject area in a secondary building.

- Item 3 If an involuntary transfer is necessary the teacher with the least seniority will be transferred first. The involuntary transfer from one building to another will be made only after notification to the teacher and the Association. A teacher being so transferred will have preference in filling positions which are vacant.
- Item 4 The teacher being so transferred shall upon notification, have priority in filling the first vacancy for which certified and qualified in the previous building, elementary grade level, subject area, or program. If the vacancy is a significantly different position, the teacher's priority shall not be lost.
- Item 5 When a transfer is desirable for a reason other than reductions in students or in allocated funds, the change of assignment shall be for the ensuing year and the teacher shall be informed by May 1. The teacher and the Association shall be informed of the reasons for such change and shall be provided the opportunity to meet with the appropriate Official in the Personnel Office to review the reasons, the desirability and need for such move and the improvement to the instructional program that will be accomplished. The transfer shall not be used as method of discipline.
- Item 6 Support personnel, including but not limited to school psychologists, school social workers and teacher consultants will be assigned to provide services to specific schools prior to the onset of the school year. Those assignments will be changed only in the manner prescribed by this Article.
- Item 7 Program for the purposes of this Article shall be defined annually by mutual agreement between the Association and the Board.

ARTICLE 7 PROFESSIONAL BEHAVIOR

- Item 1 Teachers shall know and comply with this Agreement, Board of Education policy and established administrative procedures. These documents shall be made available and accessible to all teachers. In supporting this Agreement, Board Policies, and Board Procedures, teachers shall perform in a manner which reflects positively upon the professional and the educational program within the building and the School District.
- Item 2 Teachers shall utilize time at school effectively for instructional, supervisory, planning and professional activities.
- Item 3 Teachers may engage in innovative and experimental practice provided that they receive approval from the principal for instituting changes in instructional organization or teaching practices that deviate from existing procedures already in

practice in the individual building. If approval is denied by the principal, a teacher will have the right to appeal that decision, within fifteen (15) working days, to the next highest administrator able to review that decision and, if approved, insure that it is given a reasonable chance to succeed. The decision of that administrator is not subject to the grievance procedure.

Item 4 Teachers shall work with the total student body of the school in matters pertaining to student discipline, safety and welfare, social and emotional growth, and students' realizations of their potential in academic areas and as worthy and effective citizens.

Item 5 The total school program, not just a specific grade or subject area, should be the concern of each teacher. To implement this, the teaching staff in each building and the teaching staff assigned to each assistant principal continuing education will elect a coordinating council that will enable teachers to participate in the process of cooperative decision making with the building administrative staff. The membership of the coordinating council shall be: one (1) member for each five (5) instructional staff members, not to exceed ten (10). The meetings of the coordinating council shall include the administrator(s) and the elected members of the council. Members of the instructional staff shall elect representatives to serve on the coordinating council at the beginning of each school year. The coordinating council shall elect within the council a chairperson and secretary. The secretary shall publish an agenda previous to any meeting, record the minutes of the meeting, and, after review by the administrator and the chairperson, see that each instructional staff member receives a copy of the minutes. Meetings shall be held at least once a month and meeting times and dates mutually agreed.

The responsibilities of this committee shall include:

- 5.1 The development of an individual school calendar, encompassing the planning of in-service days, conference days, report card marking times, student activities, and approval of the second staff meeting established by this Agreement.
- 5.2 The cooperative implementation of the system wide discipline policy and/or procedure and the resolution of disputes arising from that policy/procedure.
- 5.3 The resolution of disputes over the implementation of the attendance procedure with the assistance of the Pupil Personnel Director or designee.
- 5.4 The discussion of the resolution of building problems and procedures, including curriculum

development, the building budget, and community relations.

Any item of concern may be given to the chairperson for placement on the agenda. Any member of the instructional staff may attend and participate in any council meeting, but only council members may vote. Claims by teachers or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Item may be presented in writing at Level One of the grievance procedure to the executive directors elementary or secondary education, or the director continuing education, as appropriate.

- Item 6 Teachers shall distinguish between their personal views and the policies and procedures of the School District. Teachers are encouraged to share in the development of what they feel are sound, civic, social, and community policies.
- Item 7 The Board will continue to make every effort to see that all employees exhibit the highest standards of professionalism and respect to subordinates and peers alike.
- Item 8 The Board recognizes that children must be free to learn and teachers free to teach broad areas of knowledge in an atmosphere which is free of artificial restraints upon free inquiry and learning but according to the established curriculum, specific course content, maturity level of students, and the needs and ability of students. Within this framework and accepted standards of professional responsibility, teacher judgment shall determine classroom presentation, discussion, and utilization of instructional materials. Prior to presentation, teachers should consult with their immediate supervisor on items they feel might be considered controversial.
- Item 9 Teachers shall have freedom to express their personal opinions on all matters relevant to the course content, provided, however, that when doing so they shall indicate they are speaking as individuals and not as institutional spokespersons. Teachers shall not deny students access to various points of view or deliberately suppress or distort subject matter for which they are responsible, nor shall they restrain students from independent inquiry into the subject at hand in the students' pursuit of learning.
- Item 10 If any group or individual brings charges against a teacher concerning the teacher's freedom to teach, the Board, at the request of the teacher or the Association, shall provide without charge to the teacher, the necessary information and support for the protection of the teacher's academic freedom within the framework of this Article, Board of Education policy, and established procedure.

ARTICLE 8 PROFESSIONAL IMPROVEMENT

- Item 1 The Board may include funds in the annual operating budget to provide reimbursement of approved expenses to teachers who desire and have approval to attend professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Once written approval is granted, the teacher shall be permitted to attend. Teachers shall, upon request, submit a written report regarding such conferences. Teachers shall submit a written request for leave time to attend conferences and meetings to their immediate supervisors. Written notice of the disposition of the request shall be returned to the teacher within fifteen (15) work days.
- Item 2 Teachers may request release time for the visitation of educational institutional programs, facilities or techniques within and without the school system. Release time may be approved for any teacher with the recommendation of the principal upon consultation with the educational director.
- Item 3 Leaves of absence for professional reasons may be authorized by the Superintendent provided that there will be substantial benefit to the teacher and to the School District derived from the professional activity. Remuneration received by the teacher for the activity shall be deducted from the salary entitlement and leaves shall not exceed one (1) week except in extreme extenuating circumstances.

ARTICLE 9 TEACHER EVALUATION

Section A General Evaluation

- Item 1 The Board and the Association recognize that improvement of individual performance is essential to the continual upgrading of the instructional program. A meaningful evaluative program is one method that can be used in the improvement of performance. The evaluative program shall be centered on direct performance within the assignment but shall consider all duties and functions required of the position. Within the first eight (8) weeks of employment or of the start of the school year, all evaluative procedures and criteria shall be reviewed by the administrator assigned to conduct the evaluation with the teachers to be evaluated. Evaluations will be conducted by the administrator who can best evaluate over-all performance.
- Item 2 All monitoring or observations of a teacher shall be conducted openly. Each observation to be used for evaluative purposes shall be for a minimum of thirty (30) minutes. The teacher shall be informed an observation is taking place.

When requested, in writing, at the initial conference, observations shall be scheduled with the teacher. If formal observations are held the week prior to a vacation period, an additional observation shall be held at another time at the request of the teacher.

- Item 3 The teacher shall have a follow up conference regarding any formal observation with the person who did the observation, within six (6) work days of the formal observation. In the event the administrator is absent more than ten (10) consecutive work days the teacher may either accept the evaluation or another observation and evaluation shall be scheduled. Absence of the teacher from work will extend the six (6) day deadline until the teacher returns. Administrators are encouraged to hold conferences with itinerate teachers at the building locations of the teachers. A written report of the formal observation with any recommendations will be submitted to the teacher the work day previous to the conference. Following the conference, a copy of the report is to be forwarded to the personnel office and shall be placed in the teacher's personnel file. Following an informal observation, teachers shall be given the opportunity to discuss what was observed with the Administrator.
- Item 4 In the event deficiencies in performance are observed, the administrator shall provide written notice of the specific deficiencies to the teacher and shall discuss the deficiencies with the teacher. Specific ways shall be identified in which performance is to improve. A statement shall be provided to the teacher identifying ways to improve and the assistance to be made available by the administrator. The teacher may request a demonstration of how to accomplish the recommended improvements. Reasonable time shall be allowed to accomplish the necessary improvement. The teacher shall be involved in the development and implementation of plans of improvement.
- Item 5 After a reasonable time for improvement, the administrator will review performance in the areas where deficiencies have been identified. Failure to again note a specific deficiency within a ninety (90) work day period shall be interpreted to mean that adequate improvement has taken place.
- Item 6 The teacher will be provided with a copy of any material pertaining to over-all performance which is filed in the teacher's personnel file. The teacher shall be asked to sign material pertaining to performance which is placed in the personnel file, but the signature shall be understood to indicate receipt of a copy of the material. In no instance shall said signature be interpreted to mean agreement with the content of the material. The teacher may submit a written notation regarding such material which shall be attached to the copy of the material in the personnel file.
- Item 7 In the event a teacher is not recommended for continued

employment, the teacher shall be advised of reasons in writing, shall be provided an opportunity for an administrative review, and, when requested, in writing, shall be provided a hearing before the Board of Education.

Section B Probationary Teacher Evaluation

Probationary teachers shall be formally observed three (3) times annually. These observations shall be spread equally over the first 120 days the probationary teacher actually works and again over the first 120 days of each succeeding school year that the teacher is on probationary status. Absences of the probationary teacher for more than twenty (20) work days will extend the period during which the observations are to be completed by the number of days absent. The first observation shall be preceded by a pre-observation conference between the teacher and the administrator so the administrator can be apprised of what is planned for the learning situation which is to be observed and how and why the teacher plans to approach the lesson. Each subsequent observation shall be preceded by a conference upon request by the teacher

Section C Tenure Teacher Evaluation

Item 1 Tenure teachers shall be evaluated not less than once every third year. The evaluation shall begin with a conference between the teacher and the administrator. Such conference shall be held prior to November 1, unless the meeting of this deadline is prevented by the absence of the teacher, in which case the deadline shall be extended. On the work day prior to this conference, the teacher and the administrator shall exchange a written copy of expectations for the performance of the teacher for that year. At the conference, the teacher and administrator shall mutually agree to a set of performance expectations, which shall be reduced to writing. In the event the teacher and the administrator cannot agree on performance expectations, the Board shall appoint another administrator agreeable to the Association to establish mutually agreeable performance expectations. Provision will be made at the time of the conference to aid the teacher in meeting these performance expectations, if such assistance is requested by the teacher. The evaluation shall also include at least one classroom observation to evaluate over-all teaching performance and to review progress toward the agreed upon performance expectations. At least one (1) conference shall be held at mid year to discuss progress, work out conflicts, and exchange information. A final conference shall be held prior to May 2 to review a written statement, prepared by the administrator, of the teacher's progress toward meeting the established performance expectations and the teacher's over-all performance during that year. The teacher shall receive a copy of this statement on the work day prior to the conference.

- Item 2 Teachers shall be evaluated during their first school year in a building. After the first year in a building, teachers shall be evaluated according to the provisions of Item 1.
- Item 3 Prior to September 30, any tenured teacher may submit a request to the personnel office to be evaluated as provided in this Article.
- Item 4 A teacher transferring into a new assignment following November 1, shall have a minimum of one (1) formal observation that year.

Section D Other Personnel

- Item 1 All other bargaining unit members shall be evaluated using procedures established for probationary teachers during the first two (2) years of their employment and, thereafter, according to the provisions of Article 9, Section C, Item 1.

ARTICLE 10 REDUCTION IN PERSONNEL - LAYOFF AND RECALL

Section A Reduction in Personnel

- Item 1 No reductions in personnel shall be made during the term of the school year, unless ninety-five (95) percent of the District's total compliment of employees are to be laid off. In that event, teachers may be laid off after being given a thirty (30) day notice. In the event it is necessary to reduce the number of positions for the ensuing year, the teachers so affected shall be notified no later than June 15 of the current school year.
- Item 2 Proposed reductions in personnel shall be discussed with the Association prior to implementation. These discussions will cover, but not be limited to, the necessity of reduction, the degree of reduction, the financial situation of the School District, and the educational priorities.

Section B Layoff

- Item 1 If it becomes necessary to lay off teachers, the Board shall lay off in order of reverse continuous service. Continuous service shall be uninterrupted service measured from the first date of employment. Approved leaves shall not terminate continuous service, and they shall be counted as a period of service. The order of lay off shall be adjusted so that no tenured teacher is laid off until all probationary teachers are laid off. The provisions of this item shall not apply to teachers with special certificates in regular teaching assignments.
- Item 2 If two or more teachers have an identical period of continuous service, the following criteria shall be used to determine the first teacher to be laid off:

- 2.1 The teacher who had been given less credit for experience when hired.
- 2.2 If the total teaching experience is identical, the teacher with the lower pay level.
- 2.3 If equality still exists, seniority shall be determined by the last four (4) digits of their social security number when considered as a whole number. The teacher with the highest number will be considered the most senior (e.g. 8765 is higher than 5678).

Section C Recall

- Item 1 All teachers laid off shall be placed on one of six (6) recall lists: Elementary, Secondary, Northeast Oakland Vocational Center, Special Services, Bilingual/Bicultural, and Continuing Education. Placement shall be by area of current assignment. Placement on the list shall be in order of continuous service in the District.
- Item 2 The personnel office shall publish the assigned lists. Laid off teachers shall have fourteen (14) calendar days during which they may choose to be placed on any additional recall list for which they are certified and qualified. Proof of such certification and/or qualification must be on file in the Personnel Office. Request for placement on another recall list must be presented in the Personnel Office on the provided form, in duplicate.
- Item 3 After the close of the open period the recall lists will be reconstructed with the additional names.
- Item 4 The order of recall shall be from the top of the list unless the only person with certification for an identified vacancy is not the next person eligible on the recall list. Each list will be divided at the tenure-probationary point. No one below this point shall be recalled if there is any tenure person on any list certified and qualified for the position.
- Item 5 As vacancies are identified in any of the six (6) areas, the Board shall recall the teacher on the top of the respective list. The first attempt to contact the teacher shall be by telephone. In the event the Board is unable to reach the teacher by telephone within twenty-four (24) hours a certified letter, return receipt requested, shall be sent to the teacher, at the last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address. If the certified letter is unclaimed for five (5) calendar days, or if the teacher fails to notify the Board of acceptance within five (5) calendar days of receipt of notification, or if the teacher fails to report to work within ten (10) calendar days of notification; said teacher shall be considered as requesting a voluntary leave of

absence and be placed on such leave for the remainder of the school year, if the teacher has been granted tenure. Tenured teachers on such leave shall not be granted experience credit. Tenured teachers on such leave who fail to request reassignment for the ensuing year by March 15 shall be considered as voluntary resignations and shall thereby terminate any employment relationship with the Board. Probationary teachers who fail to respond under the aforementioned conditions, shall be considered voluntary resignations and they shall terminate their employment relationships with the board without benefit of a leave of absence. Teachers who are going to be away from their regular residence for an extended period when school is not in session may leave a letter of intent of acceptance with the Personnel Office. This letter is to eliminate the necessity of formal acceptance within the prescribed time limits, but such letter of intent shall expire when school resumes session. Tenured teachers who notify the Board of acceptance within five (5) calendar days but, due to extenuating circumstances, are unable to report within the ten (10) calendar day period, may apply for unpaid leave for any of the reasons listed under Article 19, if said teacher is otherwise eligible for such leave. For purposes of this item the term tenured teacher shall include all teachers who have been actively employed at least two school years in the District.

- Item 6 If a teacher is recalled from a chosen list and that teacher becomes eligible for recall from the original assigned list, the teacher shall automatically be placed in a position from the assigned list.
- Item 7 No teacher shall be recalled to a position for which certification is not required unless the teacher has experience in that position or one of similar nature.
- Item 8 Recalled teachers shall not have their initial reassignment affected by Article 5 Section A Item 2.
- Item 9 No outside teachers shall be hired while teachers are laid off. Exception to this shall be made only when no one on the laid off list or existing staff shall have the certification and qualification for the position or be eligible and have applied for temporary certification.

Section D Part-Time Continuing Education Teachers

- Item 1 Part-time Continuing Education teachers shall not be included in the previous Sections of this Article.
- Item 2 Part-time Continuing Education teachers will be subject to layoff by semesters. Layoff shall not occur after sixth Friday of the first semester and fourth Friday of the second

semester.

- Item 3 Part-time Continuing Education teachers shall be laid off in reverse order of continuous service within certification and state qualification. After the third week of any semester, a minimum of seven (7) calendar day notice shall be given. Newly hired part-time Continuing Education Teachers shall not accrue seniority until after 6th Friday. After 6th Friday, these teachers will be given seniority dating from their initial hire date.
- Item 4 As vacancies are identified, teachers shall be recalled within certification and state qualifications from the top of the list. Telephone shall be used for notification. In the event the Board is unable to reach the teacher by telephone within a twenty-four hour period, a certified letter, return receipt requested, shall be sent to the teacher, at the last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address. If the certified letter is unclaimed for five (5) calendar days, if the teacher fails to notify the Board of acceptance within five (5) calendar days of receipt of notification, or if the teacher fails to report to work within ten (10) calendar days of notification, said teacher shall be considered as terminated.

ARTICLE 11 GRIEVANCE PROCEDURE

Definition

A grievance is a claim by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

Informal Level

It is agreed that it is desirable for a teacher and supervisor to resolve their problems through free and informal communication. In the event a teacher believes there is basis for a grievance, the teacher shall normally discuss the alleged grievance with the immediate supervisor. This discussion shall take place within five (5) days after the time of the incident. Whenever requested by either party, an Association representative may assist in resolution. If the teacher has previously discussed the incident creating the alleged grievance with the supervisor and further discussion is judged of little value, either party may waive the informal discussion.

- Level 1 If the grievance is not satisfactorily resolved at the initial meeting or if the informal meeting is waived, the teacher must present the grievance in writing, within five (5) days of the meeting or the incident if the meeting was waived, to the immediate supervisor and the Association, who will mutually arrange a meeting within four (4) days. The building Association's representative, the immediate

supervisor, and the grievant shall be present at this meeting. The Immediate supervisor shall provide the grievant with a written response within three (3) days.

Level 2 If the grievance is not satisfactorily resolved, the Association may refer the grievance to the Board's representative within five (5) days who shall arrange a meeting with the Association's Grievance Committee, the Board's representatives and the grievant within four (4) days. Each party shall have the right to include in its representation appropriate witnesses. A written answer to the grievance shall be prepared by the Board's representative and presented to the grievant and the Association within three (3) days following the meeting. Should the Board's representative choose to refer the grievance to the Board of Education for consultation, the Association shall be informed that there will be a delay, not to exceed ten (10) days, in preparing the written response.

Arbitration

If the Association is not satisfied with the disposition of the grievance by the Board's representative or no decision is rendered within the time provided, the Association may within ten (10) days submit the matter to arbitration. The Board's representative and the Association shall mutually select the arbitrator within ten (10) days of the arbitration request by the Association. If the parties cannot agree as to the arbitrator, the selection shall be by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearings are those which were used in the previous steps of this grievance procedure.

The arbitrator shall hear the grievance and shall render a decision in writing within twenty (20) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine the decision to the particular case submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall have no authority except to pass upon alleged violations of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor to interfere with the exercise of the Board's rights and responsibilities, except as these are expressly limited by this Agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Exceptions

A complaint or dispute involving the discharge or demotion of a teacher shall not be subject to the grievance procedure,

but shall be handled as provided in the Teacher's Tenure Act of the State of Michigan. This restriction shall not apply to any teacher who has two (2) years of service and is not covered under the provisions of the Teacher's Tenure Act. Placing a teacher on third year probation is also not grievable.

In the event that the Tenure Act is repealed or substantially changed, the Board and the Association agree to reopen this Section of this Article. Every effort shall be made by both parties to settle this Article within a thirty (30) day period. During the period of negotiations on this Section, a complaint or dispute involving the discharge or demotion of a tenure teacher shall be subject to the arbitration Section of this Article.

If a grievance arises in more than one building or if a grievance is initiated by the Association, it may be transmitted directly to the Board's representative in writing. Grievances initiated in this fashion shall be subject to the same time limits as prescribed in Level 2.

An individual teacher with a personal complaint is free to discuss it with a supervisor, without recourse to the grievance procedure. An individual teacher, a group of teachers, or the Association is guaranteed the right to appeal through administrative channels and to the Board of Education any claimed violation, misinterpretation, or misapplication of Board policy or administrative procedure which are not applicable for the grievance procedure of this Agreement.

No grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

Time Limits

The time limits provided in this Article shall be school days and shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed late in the year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best effort to process any grievance prior to the end of the school term or as soon thereafter as possible.

Grievance

Upon certification by the Association, the Board shall recognize an Association Grievance Committee of five (5) members and the Executive Director. The names of the members of this committee shall be submitted, in writing, to the

Assistant Superintendent Personnel by the end of the second week of the school year.

ARTICLE 12 STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A Student Discipline

- Item 1 The Board has the responsibility to give all reasonable support and assistance to teachers in the performance of their duties as defined by this Agreement, State Law, Board policy and established procedures. The administration has the responsibility to give all reasonable support and assistance to teachers with respect to daily maintenance of control and discipline within the schools. The principal, as the Board's representative in each building, has the responsibility and authority to insure that an orderly educational program is maintained in the building. Each teacher has the responsibility to give the principal all reasonable support in the carrying out of the job functions.
- Item 2 A building plan for implementing the Student Code of Conduct will be developed by the principal and the Coordinating Council, for each building according to the following procedures:
- 2.1 The building administrator will distribute copies of the Student Code of Conduct to teachers, students and parents.
 - 2.2 Building plans for implementation will be completed within twenty (20) work days from the start of school.
 - 2.3 Completed plans will be signed by the building administrator and the chairperson of the Coordinating Council and copies of the signed plans will be forwarded to the pupil personnel services department for approval. Copies of the approved plans will be sent to the Association.
 - 2.3.1 Building plans shall be distributed to teachers, students, and parents.
 - 2.3.2 If a completed plan is not received in the department of pupil personnel services within twenty (20) work days from the start of school, the executive director pupil personnel services or designee will meet with the administrator and the Coordinating Council to complete the plan within five (5) work days.
 - 2.4 The building administrator and Coordinating Council will review the building plan at the end of the school year and will make recommendations for changes for the following year.

- Item 3 Under certain conditions it is in the best interest of a student or other students in a school for that student to be denied the right of attendance. Classification II and III offenses as defined in the Student Code of Conduct shall result in an administrative investigation, parental contact, and, given a finding of probable cause, immediate removal from class.
- Item 4 In situations where a student's behavior is disruptive or disobedient, the supervisor shall schedule a conference with the teacher and the student's parents. The building administrator will have a conference with the student before any disposition is made. Following the conference, the supervisor may, upon written notice to the teacher, return the student to the classroom on a conditional basis or enroll the student in an alternate classroom or program on a temporary or permanent basis.
- Item 5 A teacher shall have the right to appeal an administrator's failure to follow the building plan to the Coordinating Council for review and recommendation. If this review does not resolve the issue, appeal may be made to the executive director pupil personnel services, who will, within five (5) work days, resolve the matter. If the executive director pupil personnel services finds a violation of the procedures specified in the building plan, at the sole discretion of the executive director pupil personnel services, a hearing may be reconvened or convened, if one had not previously been held.
- Item 6 In the event that a teacher perceives that a classroom assignment contains an inequitable number of disruptive students, that teacher shall have the right to request a review of student placement in that classroom by the Coordinating Council. If this review does not resolve the issue, appeal may be made to the executive director pupil personnel services who will, within five (5) work days, resolve the matter.

Section B Liability Insurance

If any teacher is complained against or sued as a result of any action taken by the teacher in the scope of their employment, the Board shall provide legal counsel and render all necessary assistance to the teacher in the defense. In addition, the Board shall provide protection to teachers under its liability policy in the amount of \$1,000,000 judgment.

Section C Teacher Assault

- Item 1 Any case of assault upon a teacher as a result of job responsibility, shall be promptly reported to the Board or designee and the Association. In the event legal counsel is required, the Board shall provide such legal counsel to

advise the teacher of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. If the teacher is injured or disabled as a result of an assault in carrying out job responsibility and a physician designated by the Board determines that the teacher is unable to perform his/her job responsibility, the teacher shall receive regular salary: time missed shall not be deducted from leave days up to a maximum of one hundred eighty (180) calendar days.

- Item 2 Any student who is charged by an administrator with physically assaulting a teacher as a result of that teacher's job responsibility, shall be subject to immediate removal from class and class removal shall be through short-term suspension or expulsion. The teacher shall be afforded the opportunity to testify at the hearing and shall be informed of the hearing decision prior to the disclosure of the decision to any other party. The teacher shall have the right to request review of a disciplinary action by the Executive Director Pupil Personnel Services.

Section D Teacher Loss

- Item 1 The Board shall reimburse teachers for loss, damage, or destruction of clothing or personal property worn by the teacher while on duty or properly secured in an area designated by the supervisor. This reimbursement shall also cover personal instructional material brought into the building by the teacher and previously approved by the immediate supervisor. This reimbursement shall exclude claims under ten dollars (\$10.00) and the maximum allowed on any single claim for personal clothing or property worn or properly secured by the teacher shall be two hundred fifty dollars (\$250.00). Reports of such loss, damage, or destruction must be reported to the immediate supervisor as soon as practical. Evidence of amount of loss shall be required. The Board shall assist the teacher in seeking the recovery, replacement, or reimbursement for any loss, damage or destruction of any other personal property of the teacher while on duty.

- Item 2 This reimbursement will not be applicable if such loss, damage, or destruction is due to negligence on the part of the teacher. The amount of reimbursement shall also be reduced by any insurance payment that the teacher has to cover such losses, damage, or destruction.

Section E Worker's Disability Compensation

If a teacher is absent due to personal injury occurring while on duty, the District shall pay the difference between the teacher's salary and any payments provided under Worker's Disability Compensation for days medically certified. No leave days shall be charged against the teacher for the first

seven days of absence. Beginning with the eight (8th) consecutive calendar day leave shall be charged at one-half (1/2) day per day absence. If the disability is certified and paid beyond fourteen (14) calendar days, the deduction shall be retroactive to the first day of absence.

Section F Court Hearings

When teachers are summoned to attend court, discussions, or a hearing for cases resulting from their assigned job responsibility, they shall receive regular salary; time missed shall not be deducted from leave days.

Section G Supervisory Duty

The assignment of teachers to hall and lunchroom supervision in place of classroom assignment shall be voluntarily accepted by the teacher involved. In the event no teacher will voluntarily accept the assignment the principal will make the assignment. Assignment to this supervision shall be considered as if the teacher were teaching. The Board shall support teachers performing supervisory functions by taking all reasonable steps to keep the building free of non-students not having official business in the buildings.

Section H Safety Devices and Protective Clothing

The Board shall provide necessary safety devices and protective clothing and safety glasses including prescription lenses when assigned duties make such desirable. The use of safety devices or protective clothing shall be restricted to classroom use only. Used safety devices or protective clothing must be turned in to receive new safety devices or protective clothing. Any question as to the necessity of safety devices or protective clothing shall be referred to MIOSHA.

Section I Administrator Absence

Item 1 Each year building staffs and Continuing Education Teachers shall be informed of an administrator who shall have decision-making responsibility when the principal is out of the building.

Item 2 A teacher may agree to act as liaison in the absence of an administrator for periods not to exceed five (5) consecutive work days. A substitute shall be hired to assume the regular responsibilities of the teacher. Upon the accumulation of a total of twenty (20) work days of absence by an administrator in a school year or if no teacher agrees to act as liaison, the Board will assign the duties of the administrator to a person not in the teachers' bargaining unit.

ARTICLE 13 TEACHER'S DAY

Section A General

- Item 1 The activities in which an elementary and secondary education teacher is required to participate in connection with the professional responsibility shall be scheduled within a continuous 7 1/4 hour period. This schedule shall be on a regular basis for each day and shall not start before 7:00 a.m. and shall not extend beyond 5:00 p.m. The teacher's lunch period shall be included within this time. If it is found desirable for the effective operation of a specific program, the established limits may be adjusted with the consent of the teacher and the Association.
- Item 2 The teacher's primary responsibility is to teach; the organization of the teacher's day shall be directed at insuring the energy of the teacher is primarily available to this end. A block of time, free from assigned student responsibilities, shall be provided to allow time for teachers to schedule conferences, plan, prepare, and research. To assure this preparation time, interruptions without a teacher's consent shall be held to a minimum. All total staff meetings, department meetings, or other meetings held during this time shall be voluntary.
- Item 3 All teachers shall be entitled to a duty free lunch period of a minimum of thirty (30) minutes. The lunch period for elementary teachers shall equal that of pupils if the pupils exceed the minimum.
- Item 4 Necessary repair and/or maintenance work during class instruction shall be held to a minimum. When the principal is aware that work is to be done during class time, the teacher shall be notified one day in advance so suitable activities can be planned for use during the distraction.

Section B Secondary Schools

The daily teaching load in secondary schools shall not exceed five (5) class hours per day of direct classroom assignment. However, in the junior high/middle school it may include six (6) periods of direct classroom assignment if a majority of the staff votes to try this kind of scheduling on an experimental basis. If three (3) of the five (5) junior high/middle schools vote to accept this schedule, the Association will agree to let the Board institute the scheduling, District-wide. The staff and building administration in each junior high/middle school will review the program at the end of the first full year of operation. A minimum sixty (60) minute block of time per day, or the equivalent of one (1) instructional period in five (5), shall be provided for professional study, conference and/or preparation directly related to instructional concerns of the building or to the teacher's classroom responsibilities.

Teachers shall assume reasonable non-teaching duties including homeroom management and hall supervision before school opens, during school, or at the conclusion of the school day. These non-teaching duties, excluding homeroom, shall not extend more than fifteen (15) minutes before and after the regular school day or beyond the total 7 1/4 continuous hours of responsibility per day. Exceptions are agreed to in Section F of this Article.

Section C Elementary Schools

- Item 1 The daily teacher load in elementary schools shall not exceed an average of five (5) hours per day of direct classroom instruction. A minimum sixty (60) minute block of time per day shall be provided for professional study, conference, and/or preparation directly related to instructional concerns of the building or to the teacher's classroom responsibilities. In addition, teachers may use for professional preparation and conference all times during which their classes receive instruction from various teaching specialists. Teachers shall be provided with fifteen (15) minutes of relief time each day that they are not scheduled to receive at least an equal amount of time in services from a teaching specialist. Teachers shall assume reasonable supervisory duties up to thirty (30) minutes per day. The wishes of the teacher shall be considered when the assignment of a scheduled day varies from the day of the other teachers in the building.
- Item 2 Kindergarten sessions the last week of school shall be scheduled so only one (1) session meets per day for two days in order that kindergarten teachers shall have one (1) more day for closing than other elementary teachers.

Section D Continuing Education Teachers

- Item 1 The work week of the full-time Continuing Education teacher shall consist of thirty (30) hours of pupil contact, five (5) hours of preparation time and a lunch period for each day assigned.
- Item 2 Part-time Continuing Education teachers shall be assigned less than eighteen (18) hours of pupil contact per week. Beginning in the 1985-86 school year, part-time Continuing Education teachers who are scheduled for twelve (12) or more student contact hours per week will be granted one (1) hour of preparation time each week, which will be scheduled in addition to regular student contact hours. In 1987-88, part-time Continuing Education teachers who are scheduled for fifteen (15) or more student contact hours will be granted an additional hour for preparation time.

Section E Specialized Teachers

- Item 1 Teachers of music, physical education, librarians,

consultants, counselors, special education and all specialized teachers shall be provided with relief and preparation time to the same extent as classroom teachers in the District. Time allowed for travel between buildings shall be considered as time assigned teaching or supervising. Four minutes shall be scheduled between elementary music or physical education classes to allow the teacher to prepare the room for the incoming class.

- Item 2 Teachers teaching in more than one building will be given compensatory time equal to that given single building teachers for attendance and participation in school-wide parent conferences.

Section F Meetings

- Item 1 A meeting where attendance is required may be called by the principal before the beginning or after the end of the teacher's work day on the first Monday that school is in session in September. Subsequent monthly required staff meetings may be held the first week of the month at a time mutually agreeable to the principal and Coordinating Council. If agreement cannot be reached, the meetings shall continue on Monday. An agenda of these meetings shall be published for all staff on the preceding Friday. The meeting shall conclude within one (1) hour except in extreme emergencies. The staff Coordinating Council and the principal may plan and call a meeting on the third week of the month, at the same time and day of the regular meeting to work on specific problems. An agenda of this meeting shall be published on the preceding Friday. The meeting shall conclude within one (1) hour except in extreme emergencies and shall be considered a required meeting.

- Item 2 Other meetings may be called by teachers or administrators to work on specific problems; attendance is encouraged but is voluntary. To the extent feasible, these meetings shall be on Mondays and agendas published in advance.

- Item 3 Preparation for effective teaching outside of the instructional day, in addition to civic and community expectations, add to a teacher's professional responsibility. Teachers shall not be required to attend more than three (3) evening activities in the course of the school year. Notice of these meetings shall be given upon their scheduling and in all cases at least two (2) weeks in advance. Parent-Teacher Conferences shall not be included within the limitation of these nights, providing teachers are released an equivalent amount of time during the regular school day and teachers are given fourteen (14) calendar days notice. In each school year covered by the 1988-92 Collective Bargaining Agreement there will be two (2) half days for elementary students for parent-teacher conferences each semester. Only one of these half days each semester may include an evening conference scheduled after the teachers' regular school day.

- Item 4 Teachers shall continue to support parent activities related to school programs and are encouraged to attend general PTA meetings.
- Item 5 Continuing Education teachers may be required to attend one (1) staff meeting each school year which will be held on a Saturday, not to exceed three (3) hours. Teachers will be compensated at the part-time Continuing Education B.A. 1 rate for their attendance.

ARTICLE 14 CALENDAR

KINDERGARTEN THROUGH 12TH GRADE SCHOOL CALENDAR
1989-1990

August 31 & Sept. 1, 1989 (Thurs. & Fri.)	Teacher Preparation Days - (no students)
September 4, 1989 (Mon.) September 5, 1989 (Tues.)	Labor Day - non-school day First Day for students
October 16, 1989 (Mon.)	Teacher Preparation Day - (no students)
October 24, 1989 (Tues.)	Parent Teacher Conf. - Middle School
October 26, 1989 (Thurs.)	Parent Teacher Conf. - Senior High School
October 27, 1989 (Fri.)	Teacher Inservice - (half day students)
November 8 & 9, 1989 (Wed. & Thurs.)	Parent Teacher Conf. - Elem. (half day students)
November 22, 1989 (Wed.)	Teacher Compensatory Time - (half day students/teachers)
November 23 & 24, 1989 (Thurs. & Fri.)	Thanksgiving Day and day after non-work days (no students)
December 21, 1989 (Thurs.) thru January 2, 1990 (Tues.)	Winter Break - non-work days (no students)
January 3, 1990 (Wed.) January 15, 1990 (Mon.)	Teachers and students return Martin Luther King Day - (no students or teachers)
January 26, 1990 (Fri.)	Teacher Preparation Day - (no students)
February 23 & 26, 1990 (Fri. & Mon.)	Mid-Winter Break - non-work days (no students)
March 2, 1990 (Fri.)	Teacher Inservice (half day students)
March 20, 1990 (Tues.)	Parent Teacher Conference - Middle School
March 22, 1990 (Thurs.)	Parent Teacher Conference - Senior High School
April 12, 1990 (Thurs.)	Teacher Compensatory Time - half day students/teachers
April 13, 1990 (Fri.) thru April 20, 1990 (Fri.)	Spring Break - non-work days (no students)
April 25 & 26, 1990 (Wed. & Thurs.)	Parent Teacher Conf. - Elem. (half day students)
May 28, 1990 (Mon.) June 14, 1990 (Thurs.) June 15, 1990 (Fri.)	Memorial Day (non-work day) Last day for students Teacher Preparation Day - (no students)
June 18 & 19, 1990 (Mon. & Tues.)	Teacher Inservice Day - (no students)

KINDERGARTEN THROUGH 12TH GRADE SCHOOL CALENDAR
1990-1991

August 29, 1990 (Wed.)	Teacher In-Service
August 30, 31, 1990 (Thurs. thru Fri.)	Teacher Preparation Days (no students)
September 3, 1990 (Mon.)	Labor Day - non-school day
September 4, 1990 (Tues.)	First day for students
October 15, 1990 (Mon.)	Teacher Preparation Day - (no students)
October 23, 1990 (Tues.)	Parent Teacher Conf. - Middle School
October 25, 1990 (Thurs.)	Parent Teacher Conf. - Senior High School
October 26, 1990 (Fri.)	Teacher Inservice - (half day students)
November 7 & 8, 1990 (Wed. & Thurs.)	Parent Teacher Conf. - Elem. (half day students)
November 21, 1990 (Wed.)	Teacher Compensatory Time - (half day students/teachers)
November 22 & 23, 1990 (Thurs. & Fri.)	Thanksgiving Day and day after non-work days (no students)
December 24, 1990 (Mon.) thru January 4, 1991 (Fri.)	Winter Break - non-work days (no students)
January 7, 1991 (Mon.)	Teachers and students return
January 14, 1991 (Mon.)	Martin Luther King Day - (no students or teachers)
January 28, 1991 (Mon.)	Teacher Preparation Day - (no students)
February 15 & 18, 1991 (Fri. & Mon.)	Mid-Winter Break - non-work days (no students)
March 1, 1991 (Fri.)	Teacher Inservice (half day students)
March 19, 1991 (Tues.)	Parent Teacher Conference - Middle School
March 21, 1991 (Thurs.)	Parent Teacher Conference - Senior High School
March 28, 1991 (Thurs.)	Teacher Compensatory Time - half day students/teachers
March 29, 1991 (Fri.) thru April 5, 1991 (Fri.)	Spring Break - non-work days (no students)
April 17 & 18, 1991 (Wed. & Thurs.)	Parent Teacher Conf. - Elem. (half day students)
May 27, 1991 (Mon.)	Memorial Day (non-work day)
June 18, 1991 (Tues.)	Last day for students
June 19, 1991 (Wed.)	Teacher Preparation Day - (no students)

KINDERGARTEN THROUGH 12TH GRADE SCHOOL CALENDAR
1991-1992

August 28, 1991 (Wed.)	Teacher In-Service
August 29, 30, 1991 (Thurs. & Fri.)	Teacher Preparation Days - (no students)
September 2, 1991 (Mon.)	Labor Day - non-school day
September 3, 1991 (Tues.)	First Day for students
October 14, 1991 (Mon.)	Teacher Preparation Day - (no students)
October 22, 1991 (Tues.)	Parent Teacher Conf. - Middle School
October 24, 1991 (Thurs.)	Parent Teacher Conf. - Senior High School
October 25, 1991 (Fri.)	Teacher Inservice - (half day students)
November 6 & 7, 1991 (Wed. & Thurs.)	Parent Teacher Conf. - Elem. (half day students)
November 27, 1991 (Wed.)	Teacher Compensatory Time - (half day students/teachers)
November 28 & 29, 1991 (Thurs. & Fri.)	Thanksgiving Day and day after non-work days (no students)
December 23, 1991 (Mon.) thru January 3, 1992 (Fri.)	Winter Break - non-work days (no students)
January 6, 1992 (Mon.)	Teachers and students return
January 13, 1992 (Mon.)	Martin Luther King Day - (no students or teachers)
January 27, 1992 (Mon.)	Teacher Preparation Day - (no students)
February 28 & March 2, 1992 (Fri. & Mon.)	Mid-Winter Break - non-work days (no students)
March 13, 1992 (Fri.)	Teacher Inservice (half day students)
March 24, 1992 (Tues.)	Parent Teacher Conference - Middle School
March 26, 1992 (Thurs.)	Parent Teacher Conference - Senior High School
April 16, 1992 (Thurs.)	Teacher Compensatory Time - half day students/teachers
April 17, 1992 (Fri.) thru April 24, 1992 (Fri.)	Spring Break - non-work days (no students)
April 29 & 30, 1992 (Wed. & Thurs.)	Parent Teacher Conf. - Elem. (half day students)
May 25, 1992 (Mon.)	Memorial Day (non-work day)
June 17, 1992 (Wed.)	Last day for students
June 18, 1992 (Thurs.)	Teacher Preparation Day - (no students)

- Item 1 Consortium and agency programs are exempt from this calendar. The Board shall inform the Association of these specific exemptions. It is understood that the full-time Continuing Education teachers' work year will include one hundred eighty-five (185) days.
- Item 2 Professional/technical employees' year shall be determined by the program in which they work.
- Item 3 When the District announces total closure due to inclement weather or "acts of God," teachers shall not be required to report to work. Where individual buildings are closed, teachers shall report and have the option of reporting to alternative sites approved by the immediate supervisor where conditions are satisfactory to conduct independent preparation. The school calendar is set forth in this Article and may not be altered except as hereinafter set forth or by mutual agreement of the parties. The school calendar includes 180 days of student instruction and 185 teacher work days. Additional days of student instruction over the 180 days agreed to will be rescheduled as make-up days only in the event that school closings are necessitated which otherwise would reduce the days of student instruction below 180 days and rescheduling is required by law.

Days of student instruction may be rescheduled in the following manner if necessary:

Day 1. Substitute a day of regular instruction for the final teacher preparation day.

Day 2 and Day 3. Add a day of regular instruction. No additional compensation required.

Day 4. Add a day of regular instruction. Teachers who work this day shall be paid at a per diem rate calculated by dividing the annual salary for such teacher by the 185 teacher workdays set forth in this Agreement.

Day 5. Add a day of regular instruction. No additional compensation required.

Day 6. As Day 4, and so forth.

- Item 4 Teachers will be allowed four (4) one-half (1/2) days of student released time for the purpose of inservice training. The content of this inservice training will be developed by coordinating councils within buildings and approved by the appropriate executive directors. Two (2) of the four (4) one-half (1/2) days will be scheduled by the District.

- Item 5 Effective the 1989/90 school year only, two days for the purpose of inservice training for all teachers shall be scheduled at the end of the regular school year. Effective the 1990/91 school year only, one day for the purpose of inservice training for all teachers shall be scheduled at the beginning of the school year. This day shall be in addition to the two teacher preparation days scheduled prior to the first day for students. Two additional days of student

instruction shall be scheduled. Effective the 1991/92 school year only, one day for the purpose of inservice training for all teachers shall be scheduled at the beginning of the regular school year. Three additional days of student instruction shall be scheduled. The content of the inservice training will be developed and agreed upon jointly by the District and the Association. Teachers shall be paid at their regular daily rate for each day of attendance at the inservice training, but attendance shall be optional. Teachers who do not attend these inservice days will not be paid for them. Teachers shall be paid at their regular daily rate for each student day. These days shall be treated as regular work days and all provisions of the current Master Agreement shall apply. The regular daily rate shall be calculated as salary divided by 185.

ARTICLE 15 TEACHING CONDITIONS

Section A Teaching Facilities

- Item 1 The Board and Association recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the abilities of the teacher are primarily utilized to this end.
- Item 2 The Board shall continue to seek and use textbooks and supplementary reading materials which contain the contribution of all groups to the development of society. The teachers involved in the process of selection should represent the groups considered. Exhibit A has criteria for selection of appropriate textbooks and materials.
- Item 3 The Board shall strive to make available in each school, as funds and space permit, adequate lunchrooms, restroom and lavatory facilities exclusively for adult use and a faculty lounge, appropriately furnished and equipped. Designated smoking areas will be provided. Provisions for such facilities shall be made in all future buildings and major additions. As funds are available, high priority shall be given to providing adequate paved parking for the maximum number of personnel assigned to the building. Parking for the teachers at the high schools shall be separate from student parking. These facilities and access to and from shall be maintained and kept in repair for all weather usage. When particular problems are identified relating to the security of school parking lots, these problems shall be investigated and efforts shall be made to minimize the security problem.
- Item 4 The Board shall provide:
- 4.1 A desk for each teacher with a lockable drawer or other locked storage facilities in the proximity of the teaching area.

- 4.2 Suitable lockable space for each teacher to store coats and personal belongings.
 - 4.3 Teacher's manuals for each teacher's use for all basic texts used in each course taught and access to other necessary manuals.
 - 4.4 Adequate storage space in each classroom for instructional materials.
 - 4.5 Adequate attendance books, paper, pencils, chalk, erasers, dictionaries and other such material and equipment required in the daily teaching responsibility.
 - 4.6 The Board will set as a goal the provisions of a basic text for each student in each subject. Access to other necessary manuals shall be provided.
- Item 5 Classrooms shall be physically ready and supplied to receive students on the first day of school and after normal school recesses.
- Item 6 The Board shall provide facilities, services and supplies for the use of specialized and supportive teachers similar to those provided other members of the teaching staff. Careful attention shall be given to the provision of a separate, quiet space large enough for activities to be conducted which is adequately ventilated and contains a lockable space for the safekeeping of supplies and valuables. In the assignment of available space, members of the regular specialized teaching staff assigned to a given building shall be assigned rooms in accordance to the amount of time spent in the building and will be given precedence over paraprofessional personnel. Careful attention shall be given to the assignment of specialized teachers to the same rooms each period and each day.
- Item 7 The Board shall make available separate and private telephone facilities to teachers for their reasonable use.
- Item 8 The Board will supply and make available, to teachers and students, library facilities, audio-visual supplies, equipment and similar tools of the teaching profession. The Board shall keep schools cleaned, equipped and maintained in an adequate condition for instruction. Classroom teachers shall be involved in the process of the evaluation of present materials and equipment for use in the classroom and in the process of selection of replacements and new material or equipment for use in the classroom.
- Item 9 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. In the event a teacher finds a potentially unsafe or hazardous condition, the teacher shall make it known to the immediate administrator so that action shall be taken. If it is agreed the classroom temperature cannot be maintained within an adequate range for instruction, alternate facilities shall be provided.

- Item 10 Teachers shall be furnished with a budget of forty dollars (\$40.00) (effective with the 1990-91 school year, fifty dollars \$50.00) to be expended on materials and equipment for the improvement of instruction by November 1 of each year. Part-time Continuing Education teachers shall be excluded from this provision.
- Item 11 Mail will be delivered to teachers in non-mail delivery locations at least twice a week where three (3) or more teachers are assigned.

Section B Class Size

- Item 1 The Board and the Association agree that it is their goal that class size be lowered. In this regard, the maximum elementary class size shall be twenty-nine (29) for DK and TK, thirty (30) for K, thirty-one (31) for grade 1-3 and thirty-four (34) for grades 4-5. Classes of specialized staff shall be included in these limits.
- Item 2 The maximum class size for grades 6-8 will be thirty-five (35). The maximum class size for grades 9-12 will be thirty-six (36). Physical education, choral and instrumental music are not included in this limit; but these classes shall not exceed fifty (50) students without the consent of the teacher. Problems of class size in laboratory classes and other classes involving power equipment or materials which require precautions for the safety and welfare of students shall be resolved individually by an investigating committee selected by the Board and the Association which shall establish local limits.
- Item 3 If the stated class size limit is exceeded and a solution other than reduction is deemed feasible from an educational needs viewpoint, the teacher involved shall meet with a representative of the Board and an Association representative. The purpose of such meeting shall be to review the matter and to seek alternative resolution of the situation. The recommendation of the three (3) member committee shall be based upon sound education principles and shall be implemented by an agreed upon time.
- Item 4 The above class size shall not be applicable in those instances involving certain innovative and/or experimental programs, large group instruction, or other special grouping arrangements which may be agreed to by the teacher.
- Item 5 Continuing Education classes shall be limited to thirty-five (35) students. Continuing Education centers shall be staffed at a ratio of (2) full-time teachers when they have the equivalent of forty-five (45) full-time equated students in the course of the day. A third teacher shall be added at sixty-five (65) students.
- Item 6 Effective the 1989/90 school year for the term of the Agreement one level high school classes shall not exceed a maximum of thirty (30) students in each class; however, in no case shall any one level class in a building exceed the

largest one level class in the 1988/89 school year.

- Item 7 Effective the 1989/90 school year for the term of the Agreement the district agrees that the maximum class size for elementary split classrooms will be three (3) fewer students than the contractual maximum class size for the grades in which the split occurs unless the other classrooms for those grades within an elementary building are at the maximum at which time additional student(s) may be assigned to the split classroom.

Section C Specialized Staff

- Item 1 In addition to staffing elementary and secondary classrooms according to the standards specified above, the Board shall provide specialized services to the classroom teachers which will include, but not be limited to: Elementary and Secondary librarians/media center personnel and counseling staff at least at the 1981-1982 school year level. This item shall not apply in the event of school closings. Reading teachers will be maintained at the 1981-1982 school year level unless a drop in categorical funding makes a reduction necessary.
- Item 2 The Board shall place a priority on the restoration of specialized staff.
- Item 3 Teachers assigned supervision of co-op programs shall be allowed at least one (1) hour of time for every combination of students and employment locations equaling thirty-six (36).

Section D Clerical Tasks

The Board will resist the assignment of additional clerical tasks to teachers. Every reasonable effort shall be made to provide clerical personnel to aid teachers in the preparation of instructional materials including typing and duplication. Facilities shall be made available for preparation of instructional materials.

Section E Mandatory Testing

When teachers are unable to hand score or transcribe scores of mandatory tests during normal work hours, the problem may be referred to the coordinating council for resolution.

ARTICLE 16 SPECIAL STUDENT PROGRAMS

- Item 1 Classroom teachers shall bring to the attention of their principal, students whose special physical, health, learning or adjustment problems make extraordinary or unfair demands on the teacher or on other students. The principal and the teacher shall discuss methods to assist the student. In the event these methods prove unsuccessful, the teacher may refer the student, through the principal, to the interdisciplinary team. The principal will submit the completed referral to the team at the next regularly scheduled team meeting.
- Item 2 The interdisciplinary team will have the responsibility of

keeping the teacher informed of the progress of the referral.

Item 3 When, following the completion of interdisciplinary team consideration and action, it is determined student needs make a referral to the Special Education Department appropriate, the team coordinator, under the direction of the principal, will forward that referral, within five (5) days, with all necessary data and signatures, to the appropriate supervisor, unless extenuating circumstances exist. An IEPC meeting will be scheduled, in accordance with the law, when the necessary information is received by the Special Education Department. If the referred student is found eligible for Special Education services by the IEPC, the Special Education Department shall be responsible to see that the recommendations of the IEPC are carried out, and for placement within prescribed time limits in compliance with the law.

Item 4 In the event a student is found eligible for Special Education services and is assigned to the regular education program for any part of the school day (i.e., mainstreamed) the following shall occur:

4.1 All teachers directly involved with the student shall be made aware of the placement of a mainstreamed student in a regular class at least a week in advance of the placement except when the student is transferring from another district. Schedules for mainstreamed students will be determined cooperatively between regular education and special education teachers subject to administrative review. In the event a teacher perceives the assignment of a mainstreamed student is not meeting the needs of the student, that teacher shall have the right to request a review of the student placement.

4.2 All teachers directly involved with the student will receive, upon written request to the appropriate Special Education supervisor, all possible assistance, advice, materials, and inservice training relative to the needs of the mainstreamed student. When requested, this will include classroom observation of the student by the supervisor or designee, and adjustments in the educational program to meet the needs of that student in that situation.

4.3 All teachers directly involved with the student will be given access to all pertinent information within the first week of classroom placement and shall be involved in educational decisions about the mainstreamed student.

4.4 Mainstreamed students shall count as two (2) in determining building staff allocations.

4.5 As nearly as possible, mainstreamed students shall be balanced among teachers and classes in a building; and the special education teacher's load shall be balanced.

4.6 Special education teachers shall receive an advance notice of any proposed transfer, into their classrooms, of a student from another program or building. In any such placement, the receiving building principal will consider the appropriateness of placement and outline the necessary conditions of acceptance.

4.7 The Board of Education will provide pupil physical management training for center program teachers dealing with students who present special physical management problems. This training will be offered at a time arranged by the Board and will be noncompensable.

Item 5 Support personnel assigned to special education center programs that extend beyond the normal school year shall have their assignments extended, at a minimum, in direct proportion to student population and funding, but assignments may be increased at the discretion of the Board.

Item 6 The Association will be informed in the event that any request made by the Board for deviation from the established special education code is approved.

Item 7 In the event that a student referred for Special Education services is determined not eligible for such service, the referring teacher shall receive all pertinent data, suggestions and advice from the Individualized Educational Planning and Placement Committee and from other appropriate supportive personnel on a continuing basis.

ARTICLE 17 STRIKE PROHIBITION

Item 1 The Association recognizes that strikes by teachers as defined in Section 1 of Public Act 336 of 1947, of Michigan, as amended, are contrary to law. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

Item 2 A strike shall be defined to mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment.

Item 3 In the event of any violation of this Article, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Association. The Association shall advise teachers to return forthwith to their regular duties. The Association shall further take any and all other action, reasonably within its power, to bring the strike to an end. If the Association

takes the foregoing steps and has not acted in the violation of this Article, it shall not be liable in any way for such strike.

ARTICLE 18 PAID LEAVE

Section A Leave Days

- Item 1 At the beginning of each school year each teacher shall be credited with ten (10) leave days (effective 1990-91 eleven (11) days.) Unused leave days shall accumulate to a maximum of 180 days. Teachers hired after the beginning of the school year shall be entitled to prorated leave days for the remainder of the school year at one (1) day per month of service.
- Item 2 Any teacher not completing the contractual period shall repay the amount owed for leave days advanced under this policy at the rate of one (1) day per month.
- Item 3 Teachers working under extended contracts of more than 185 days will be credited with 1/4 extra day for every five (5) days of the extended contract. If teachers work in the same positions to which they are assigned during the regular school year, they may utilize all days in their leave bank for legitimate reasons defined in this Article. If teachers work extended contracts in positions different from their positions during the regular school year, they will be able to use only the number of leave days earned in the extended contract position for the duration of their extended contract.
- Item 4 The following shall be legitimate reasons for the teacher to draw on these leave days:
- 4.1 Teacher illness, accidental injury, or disability.
 - 4.2 Illness or accidental injury or disability in the immediate household of the teacher if it is necessary for this teacher to attend to the needs of the individual who is ill.
 - 4.3 A critical illness or accidental injury in the family of the teacher.
 - 4.4 Death in the family of the teacher.
 - 4.5 Attend the funeral of persons whose relationship to the teacher warrants such attendance. The teacher shall be allowed to make this determination.
 - 4.6 Religious holidays which require absence from work.
- Item 5 When unavailable for work, teachers shall notify the person designated by their immediate supervisor that they will not report for work, state the reason for the absence, and inform as to their availability to return to work. Upon request, the teacher shall provide from the attending physician certification of the illness; and/or the teacher, upon

request, shall certify in writing the illness or death.

Section B Approved/Personal Leave Days

Item 1 The maximum number of Personal Leave Days, or Approved Leave Days, or combination of Approved Leave Days and Personal Leave Days available to a teacher shall be three (3) in any given school year. Days used shall be deducted from accumulated leave days.

1.1 Up to three (3) days per year shall be available as Approved Leave Days for occasions where the presence of the teacher is determined to justify administrative approval. Except for emergency situations, requests for Approved Leave Days shall be submitted in advance to the teacher's immediate supervisor.

1.2 Up to three (3) days per year shall be available as Personal Leave Days. Notification of the use of a Personal Leave Day shall be made one (1) week in advance, unless an unforeseen emergency situation occurs. Personal Leave shall be granted unless a serious school problem will result from the granting of the request. The Association recognizes that administration has the right to limit the use of personal leave days as follows: one teacher per day per building with up to twenty teachers; two teachers per day per building with twenty-one through forty-five teachers; three teachers per day per building with forty-six or more teachers.

Item 2 A teacher may appeal the decision of the administrator to the personnel director. A teacher may appeal the decision of the personnel director to a committee consisting of two (2) administrators appointed by the Superintendent and three (3) teachers appointed by the Association. Decisions of the Appeal Committee are final.

Section C Leave Bank

Item 1 A Leave Bank shall be established for the protection of teachers because of extended illness or disability. The Board shall establish a bank equal to 1/20th of the accumulated leave day total for all tenure teachers.

Item 2 Teachers shall be eligible for use of the Leave Bank after the exhaustion of their leave days and five (5) consecutive days without pay provided they have submitted Leave Bank forms including medical verification. If teachers are approved for use of the Leave Bank, medical verification shall be required on a monthly basis thereafter. Days will be granted only to the time of eligibility for long term disability benefits as determined by the carrier.

Item 3 The Board shall have the right to require a teacher to submit to an examination by a doctor of its choice prior to the granting of approval to use the leave bank.

Section D Jury Duty

The Board shall pay any teacher called for jury duty the difference between the amount received for jury duty and the regular salary if either the teacher or the Personnel Department is unable to have the teacher excused from this duty.

Section E Part-Time Continuing Education Teachers

Part-time Continuing Education teachers shall be excluded from the provisions of this Article.

Section F Medical Review

Prior to a teacher's return to work from an absence for reasons of illness self or disability, the Board may request certification by the teacher's attending physician of the teacher's ability to perform all the duties of the teacher's position. The Board reserves the right to review this certification and re-examine the teacher in cases where the Board believes more information is required. The examination shall be performed by a physician from a list approved by the Board and the Association.

Section G Military Duty

The Board shall pay a teacher an amount equal to the difference between the compensation received for required military reserve duty and the regular daily rate if the teacher provides documentation that such duty must be performed on regularly scheduled teacher work days. This amount will only be paid for days during the normal school year.

ARTICLE 19 UNPAID LEAVE

- Item 1 Leaves of Absence without salary shall be available to teachers as specified. Fringe benefits shall not be provided to a teacher on such a Leave but group programs shall be available on a cost basis within the provisions of the insurance carrier. Leave days accumulated prior to the commencement of the Leave shall be restored upon the return of the teacher to full-time service in the District.
- Item 2 A specific position in a specific school cannot be guaranteed. A teacher whose leave expires at the end of the school year shall expect to be returned to a position commensurate with training, experience, certification, qualification, and assignment if they have notified the appropriate Personnel Director by May first of availability to return for the following school year. When a leave expires during the school year, every effort shall be made to place the teacher in an appropriate position as soon as a position becomes available, providing the teacher notified the Personnel Office of availability to return sixty (60) calendar days prior to the expiration date of the leave. If more than one teacher is waiting for an available position to open, the one with the most seniority in the District shall

be placed first. In the event a teacher refuses to accept a position in the teacher's area of certification, the teacher's leave will be extended ninety (90) calendar days.

- Item 3 Requests for unpaid Leave, as provided for in this Article, shall be submitted in writing to the appropriate Personnel Director. Such requests shall be submitted at least thirty (30) calendar days prior to the beginning date of the unpaid leave and shall include beginning date, reason, and ending date. Leaves so requested shall be granted for up to the term of the leave. The Board and Association agree that extenuating factors beyond the control of the teacher may exist to make impossible the thirty (30) calendar days request notice. Exceptions shall be made in situations that include evidence of such factors. A teacher on unpaid leave who desires to extend the leave shall request an extension from the appropriate Personnel Director by May 1st of the current year. The Board shall have the option of granting an extension. Failure to request an extension by the appropriate date, or failure to gain an extension will terminate the leave on its original date. The appropriate Personnel Director shall notify the requesting teacher of approval or disapproval of the leave within thirty (30) days following the request. Requests by a teacher currently on leave for a subsequent leave of a different category shall be considered in the same manner as an extension. A teacher on an extended leave will not accrue seniority during the term of that extension.
- Item 4 A Leave of up to two (2) years shall be granted to any tenure teacher for the purpose of engaging in a program of study. Upon return from such Leave, a teacher shall be granted experience level increment provided approval is granted at the time the Leave is approved and the program is reasonably related to professional responsibilities at an accredited college or university.
- Item 5 A military Leave of Absence shall be granted to any teacher inducted or who enlists for military duty in any branch of the United States Armed Forces. Upon return from such Leave, the teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the District during such period, not to exceed four (4) years. Time spent in the military service shall not be credited as probationary time in qualifying for tenure status.
- Item 6 A Leave of Absence of up to two (2) years shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff. No experience credit shall be granted upon return from the Leave.
- Item 7 A Leave of Absence up to four (4) years shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such Leave, the teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the District during such period.

- Item 8 A Leave of Absence of up to three (3) years shall be granted any tenure teacher where family/household responsibility mandates the presence of the teacher in the home. No experience credit shall be granted for the time the teacher is on Leave.
- Item 9 A Leave of Absence shall be granted to any tenure teacher to explore a career option. This Leave shall be for up to two (2) years to explore an option outside the field of education and for up to one (1) year to explore an option within the field of education. Such leave shall expire at the close of the school year in June. No experience credit shall be granted upon return from the Leave.
- Item 10 A teacher who is unable to teach because of personal illness or disability shall be granted a Leave of Absence without pay for the duration of such illness or disability, up to one (1) year. This Leave may be renewed each year upon written request by the teacher.
- Item 11 A teacher who must sever the employment relationship to collect offsets of the Long Term Disability Program provided by the Board shall be eligible for reinstatement with full prior status at the beginning of a semester. The teacher must provide medical verification of ability to perform a normal assignment and sixty (60) calendar days notice of intent to return.
- Item 12 Teachers may request a short term unpaid Leave of Absence. Short term Leave shall be limited to a maximum of two (2) weeks, shall not be intended to extend an existing period of time off, shall be limited by the availability of substitute teachers, and shall be limited by the amount of interruption to instruction as determined by the teacher's supervisor and appropriate Personnel Director. Written application stating the reason and the duration shall be submitted no later than fifteen (15) work days in advance to the teacher's supervisor. The teacher shall be notified of the appropriate Personnel Director's final decision within six (6) work days of application. Decisions of the appropriate Personnel Director are final.
- Item 13 Part-time Continuing Education teachers shall be excluded from the provisions of this Article, except for Item 12. Upon application in writing to the appropriate official in the Personnel Office and documentation of illness or disability, a Part-time Continuing Education teacher with two (2) years seniority may be granted an unpaid leave of absence for reason of illness self or disability for the duration of the illness or disability, not to exceed one (1) year. This leave shall not be renewable. When a leave expires during the school year, every effort will be made to place the Part-time Continuing Education teacher in an appropriate position as soon as a position becomes available. If more than one Part-time Continuing Education Teacher is waiting for an available position to open, the one with the most seniority in the district shall be placed first. Failure to request reassignment at the expiration of the leave will be considered a voluntary resignation.

ARTICLE 20 SABBATICAL LEAVE

- Item 1 Teachers who have been employed by the Board for a period of seven (7) consecutive years are eligible for a sabbatical leave for one (1) or two (2) full semesters. This leave is for formal study, research, professional writing, or comparable professional activities which can be related to and show significant improvement in the teacher's performance to the School District.
- Item 2 The teacher shall be paid one half (1/2) of the annual contract amount and all related fringe benefits, except leave days, while on approved sabbatical leave if a written agreement to return to the School District immediately following the leave for a minimum of one (1) year is signed. If the teacher worked less than full-time during the year prior to going on sabbatical, the teacher will be paid one-half (1/2) the contract amount based on the proportion of time worked in the previous year and shall continue to receive the level of benefits provided, except leave days. A teacher shall have no mandatory right to a leave of absence for this year. If the teacher does not return to the School District, the teacher shall repay the School District within two (2) years the amount received during the sabbatical.
- Item 3 On return from sabbatical leave, every effort shall be made to place the teacher in the former position or a similar position. Placement on the salary schedule shall be as though the teacher had taught in the School District during the period of the sabbatical.
- Item 4 Eligible teachers may apply to a joint committee of teachers and administrators which shall review the applications. Those applications which meet the criteria under this Article and established policy shall be placed in rank order. The sabbatical shall be granted in rank order not to exceed \$10,000. In figuring cost, the Board shall use as a replacement cost, the salary of the teacher on Step 2 (BA) of the current salary schedule.
- Item 5 An unpaid leave shall not be considered as a break in the consecutive year service requirement for a sabbatical leave. Such unpaid leave will not be considered as year(s) to be counted toward the seven (7) year eligibility requirement for a sabbatical leave.
- Item 6 Applications for sabbatical leave shall be filed on prescribed forms with the appropriate official in the Personnel Office. The due date for receipt of the prescribed forms shall be January 15 for leaves beginning with the first semester of the following school year. Applicants are encouraged to file well in advance of the due date. An application for sabbatical leave may be filed at any time subject to the following conditions.
- 6.1 Circumstances beyond the control of the applicant make it impossible for the application to be filed by the

normal due date.

6.2 A written request is submitted directly to the appropriate Personnel Director with a full justification for the application not being submitted by the normal due date.

6.3 The dollar limit in Item 4 has not been exceeded.

Item 7 Final decisions regarding all sabbaticals shall be made by March 15.

Item 8 Part-time Continuing Education teachers shall be excluded from the provisions of this Article.

ARTICLE 21 SHARED TIME

Item 1 Two full-time presently employed teachers may voluntarily agree to share one regular position for which both are certified and qualified. Teachers sharing a position will agree to mutually work out an arrangement with their building principal to cover all of the duties and responsibilities inherent in the shared position. Teachers involved agree that this arrangement will be binding for the school year, so that if either partner terminates employment, or is absent for an extended period, the other partner will expand the assignment to full-time.

Item 2 Teacher salaries will be prorated individually on the basis of student contact time or assigned time in the absence of student contact time. Both partners will be limited to single subscriber health insurance or a like dollar amount applied to increased family health insurance. Other fringe benefits will apply to both positions. Each partner will receive prorated leave days.

Item 3 Partners will substitute for each other in short term absences unless other arrangements are made with the building administrator. For the purposes of this section, a short term absence is defined as an absence of twenty (20) or fewer consecutive scheduled work days. The partner will be compensated at the long term substitute rate. The partner will expand the assignment to full-time if the other partner terminates employment or is absent for a period longer than twenty (20) consecutive scheduled work days. Partners whose positions become full-time will be compensated at their regular daily rate.

Item 4 Shared time assignments will be subject to the approval of the appropriate administrator. In cases where this approval is denied, teachers may appeal to the deputy superintendent, whose decision will be final. Shared time positions will be subject to annual approval. Requests for shared time positions will be made prior to the opening of the school year.

Item 5 Full-time Continuing Education teachers requesting a shared time position can only share with a K-12 teacher in a K-12

program.

- Item 6 If a shared time position is dissolved at the end of a school year, the senior member may elect to remain in the position, if available, or may elect to transfer to a vacant position for which the teacher is qualified and more senior than other applicants. The less senior member may elect to remain in the position if the senior member transfers or may elect to transfer to a vacant position for which the teacher is qualified and more senior than other applicants. Unless the shared time arrangement is renewed by the last day of school, the shared time arrangement will be dissolved for the next school year.

ARTICLE 22 ECONOMIC FRINGE BENEFITS

Section A Health Benefit

- Item 1 The Board shall provide each teacher upon written application with health insurance for up to full family coverage. The coverage, at the individual teacher's request, shall be those benefits available under either MESSA Super Care 2 or the School District of the City of Pontiac Health Benefit Plan 1. The benefits shall be implemented consistent with the carrier's rules and regulations by the first of the month following enrollment for new applicants.
- Item 2 A teacher and eligible family members may be covered by only one (1) district provided policy.

Section B Dental Benefit

- Item 1 The Board shall provide each teacher upon submission of a written application a dental care insurance program which includes 80% payment of basic dental services, 80% prosthodontic services, and 80% orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,200 per year per covered individual. Orthodontic services shall have a lifetime maximum of \$1,200 per eligible individual including adult orthodontic benefits.
- Item 2 The dental plan shall provide for both internal and external coordination of benefits.
- Item 3 Coverage shall be implemented consistent with the carrier's rules and regulations.

Section C Life Benefit

The Board shall provide a group life insurance policy for teachers who submit a written application in the amount of \$40,000 with double indemnity for accidental death or dismemberment. The coverage shall be implemented consistent with the rules and regulations of the carrier.

Section D Long Term Disability Benefit

Item 1 The Board shall provide a standard long term disability program to teachers who submit a written application. Teachers shall be eligible to apply for long term disability benefits to begin after completion of a one hundred eighty (180) calendar day waiting period after the last day worked. The plan shall contain the following features:

- 1.1 Payment of seventy (70) percent of the teacher's normal gross earnings. The Board will provide disability insurance with monthly wage maximums set at seventy (70) percent of the current wage schedule in force at any time during the life of this Agreement.
- 1.2 The amount paid will be reduced by any primary remuneration received during the period from any governmental disability or retirement plans, including social security, Michigan Public Schools Employee Retirement system and Worker's Disability Compensation. Minimum monthly benefit after offsets of five (5) percent.
- 1.3 The reduction for social security benefits will be calculated when benefits begin and any later legislative changes will not be used to further reduce the benefit.
- 1.4 The program shall be implemented consistent with the carrier's rules and regulations and applicable state and federal laws.

Section E Vision Benefit

Item 1 The Board shall provide a vision care program to teachers who submit a written application. The program will cover services rendered by both participating and non-participating providers.

	PANEL PROVIDER	NON-PANEL PROVIDER
Professional Fees		
Vision Examination		
Optometrist	You pay only \$6.50 deductible	Limited to \$28.50-you pay balance
Ophthalmologist	You pay only \$6.50 deductible	Limited to \$38.50-you pay balance
Spectacle Lenses (Pair)		
Single Vision		Limited to \$29-you pay balance
Bifocal	You pay only \$18 deductible on	Limited to \$51-you pay balance
Trifocal	lenses and frames	Limited to \$63-you pay balance
Lenticular		Limited to \$75-you

		pay balance
Frames	Covered up to \$65 retail-deductible applies	Covered up to \$44 retail
Contact Lenses (pair, including the exam)		
Necessary	Covered in full	Limited to \$175-you pay balance
Cosmetic	Covered up to \$90 and additional 20% of balance*	Limited to \$90-you pay balance
Lenses With Extras		
Photochromics		
Sun or Gradient Tints		
Tinted/Color-coated		
Single Vision	Covered in full	Limited to \$33-you pay balance
Bifocal	Covered in full	Limited to \$61-you pay balance
Trifocal	Covered in full	Limited to \$75-you pay balance
Lenticular	Covered in full	Limited to \$89-you pay balance
Polaroid		
Single Vision	Covered in full	Limited to \$47-you pay balance
Bifocal	Covered in full	Limited to \$81-you pay balance
Trifocal	Covered in full	Limited to \$101-you pay balance
Lenticular	Covered in full	Limited to \$119-you pay balance
Oversize	Covered in full	Included in lens allowance shown above-you pay balance
Rimless	Covered in full	Included in lens allowance shown above-you pay balance
Blended Bifocal	Covered in full	Included in lens allowance shown above-you pay balance

*The contact lens discount is only available once after all COB payments have been made.

Item 2 The coverage shall be implemented consistent with the rules and regulations of the carrier.

Section F Health Insurance Option

Teachers not selecting the health care benefit described in Article 22 Section A and executing an appropriate waiver will be provided the following benefits:

Item 1 Dental Benefit

- 1.1 The Board shall provide each teacher upon submission of a written application a dental care insurance program which includes 100% payment of basic dental services, 90% prosthodontic services and 90% orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,500 per year per covered individual. Orthodontic services shall have a lifetime maximum of \$1,500 per eligible individual including adult orthodontic benefits.
- 1.2 The dental plan shall provide for both internal and external coordination of benefits.
- 1.3 Coverage shall be implemented consistent with the carrier's rules and regulations.

Item 2 Life Benefit

The Board shall provide a group life insurance policy for teachers who submit a written application in the amount of \$50,000 with double indemnity for accidental death or dismemberment. The coverage shall be implemented consistent with the rules and regulations of the carrier.

Item 3 Long Term Disability Benefit

The Board shall provide a standard long term disability program to teachers who submit a written application. Teachers shall be eligible to apply for long term disability benefits to begin after completion of a one hundred eighty (180) calendar day waiting period after the last day worked. The plan shall contain the following features:

- 3.1 Payment of seventy (70) percent of the teacher's normal gross earnings. The Board will provide disability insurance with monthly wage maximums set at seventy (70) percent of the current wage schedule in force at any time during the life of this agreement.
- 3.2 The amount paid will be reduced by any primary remuneration received during the period from any governmental disability or retirement plans, including social security, Michigan Public School Employee Retirement System and Worker's Disability Compensation. Minimum monthly benefit after offsets of five (5) percent.
- 3.3 The reduction for social security benefits will be calculated when benefits begin and any later legislative changes will not be used to further reduce the benefit.
- 3.4 The program shall be implemented consistent with the carrier's rules and regulations and applicable state and federal laws.

Item 4 Vision Benefit

The Board shall provide a vision care program to teachers who submit a written application. The program will cover services rendered by both participating and non-participating providers.

	PANEL PROVIDER	NON-PANEL PROVIDER
Professional Fees		
Vision Examination		
Optometrist	Covered in full	Limited to \$35-you pay balance
Ophthalmologist	Covered in full	Limited to \$45-you pay balance
Spectacle Lenses (Pair)		
Single Vision		Limited to \$38-you pay balance
Bifocal	Covered in full	Limited to \$60-you pay balance
Trifocal		Limited to \$72-you pay balance
Lenticular		Limited to \$84-you pay balance
Frames	Covered up to \$65 retail	Covered up to \$55 retail
Contact Lenses (pair, including the exam)		
Necessary	Covered in full	Limited to \$200-you pay balance
Cosmetic	Covered up to \$115 and additional 20% off balance*	Limited to \$115-you pay balance
Lenses With Extras		
Photochromics		
Sun or Gradient Tints		
Tinted/Color-coated		
Single Vision	Covered in full	Limited to \$42-you pay balance
Bifocal	Covered in full	Limited to \$70-you pay balance
Trifocal	Covered in full	Limited to \$84-you pay balance
Lenticular	Covered in full	Limited to \$98-you pay balance
Polaroid		
Single Vision	Covered in full	Limited to \$56-you pay balance
Bifocal	Covered in full	Limited to \$90-you pay balance
Trifocal	Covered in full	Limited to \$110-you pay balance
Lenticular	Covered in full	Limited to \$128-you pay balance
Oversize	Covered in full	Included in lens

Rimless	Covered in full	allowance shown above-you pay balance Included in lens allowance shown above-you pay balance
Blended Bifocal	Covered in full	Included in lens allowance shown above-you pay balance

*The contact lens discount is only available once after all COB payments have been made.

4.1 The coverage shall be implemented consistent with the rules and regulations of the carrier.

Item 5 Prescription Benefit

The Board shall provide a prescription drug benefit to teachers who submit a written application. The benefit will have a fifty cent (\$.50) per prescription co-payment and be implemented consistent with the carrier's rules and regulations.

Section G Tuition Reimbursement

Fifty-five thousand dollars (\$55,000) - (effective 1989-90 school year, sixty thousand dollars (\$60,000) shall be appropriated to reimburse teachers for tuition costs for courses taken and successfully completed during the school year under the following conditions:

- 1.1 Courses taken must be in an accredited institution of higher learning, at a graduate level, and related to the teacher's professional service to the School District.
- 1.2 Teachers shall submit a request for reimbursement for courses taken during each fiscal year (July 1 - June 30) on forms provided with an official transcript of credits by June 30; official transcripts will be accepted through July 15 if the teacher has filed tuition reimbursement forms by the June 30 deadline. Reimbursement to teachers will be made during September to teachers who are employed in the School District at that time or to teachers who have been on the recall list for two (2) years or less and who are involved in an educational retraining program. Payment shall be consistent with current federal and state regulations and guidelines.
- 1.3 Teachers shall be entitled to receive full reimbursement of tuition costs providing that the appropriate dollars are sufficient to meet all claims. In the event that the cost of the claims exceed the appropriation, reimbursement will be made on a prorated basis.

- 1.4 Teachers who receive reimbursement from other sources are ineligible for reimbursement under this Section.

Section H Longevity Pay

- Item 1 A longevity entitlement of two hundred dollars (\$200.00) shall be added to the salary of each teacher annually beginning with the twelfth (12th) year of consecutive service to the School District. This entitlement is to be added each year thereafter on a non-accumulative basis.
- Item 2 Effective with the 1989-90 school year, a longevity entitlement of three hundred dollars (\$300) shall be added to the salary of each teacher annually, beginning with the twentieth (20th) year of consecutive service to the School District. The entitlement shall, in total, equal five hundred dollars (\$500.00) and is to be added each year thereafter on a non-accumulative basis.
- Item 3 A longevity entitlement of one thousand two hundred dollars (\$1200) shall be added to the salary of each teacher annually beginning with the thirtieth (30th) year of consecutive service to the School District. The entitlement shall, in total, equal seventeen hundred dollars (\$1700) and is to be added each year thereafter in a non-accumulative basis.
- Item 4 Longevity shall be paid at one-half the scheduled rate to teachers who retire at the end of first semester and who qualify for retirement benefits under the State Retirement Plan, and to teachers who leave after the end of first semester but prior to May 1 for the reason of illness self.

Section I Retirement Pay

- Item 1 Elementary and secondary education teachers who retire and who qualify for retirement benefits under the State retirement plan, shall receive pay at the rate at the time of retirement for one-half (1/2) the number of leave days accumulated, not to exceed a total of forty-eight (48) days full pay according to the following schedule:
 - 1.1 First forty (40) days at 50%.
 - 1.2 Next twenty (20) days at 5%.
 - 1.3 Next twenty (20) days at 10%.
 - 1.4 Next twenty (20) days at 15%.
 - 1.5 Next twenty (20) days at 20%.
 - 1.6 Next twenty (20) days at 25%.
 - 1.7 Next twenty (20) days at 30%.
 - 1.8 Last twenty (20) days at 35%.
- Item 2 If a teacher who has formerly collected retirement benefits is re-employed, the amount of those benefits will be deducted from the teacher's first year salary.

Section J Mileage Reimbursement

Reimbursement ensuing from the use of a teacher's own automobile for required travel in connection with work shall be at the maximum rate allowable under the Internal Revenue Code before such amount becomes taxable as income.

Section K Benefit Continuation

Teachers completing the school year shall be entitled to have benefits continued through August 31 of that calendar year.

Section L Part-Time Continuing Education Teachers

Item 1 The Board will provide for those who qualify and who submit a written application in accordance with the rules and regulations of the provider a subsidy toward the cost of up to full family health benefits in the District's self-funded program or MESSA for part-time Continuing Education teachers who work at least twelve (12) hours according to the following schedule for 1988-89:

12-14 hour employees	\$70.00/month
15-18 hour employees	\$140.00/month

Part-time Continuing Education teachers may apply the amount of the subsidy toward \$35,000 of life insurance and the District's optical program in lieu of health.

To qualify, a Part-time Continuing Education Teacher must have two (2) years seniority with the school district. If the seniority requirement is satisfied in the fall semester, the subsidy and benefits begin November 1. If the seniority requirement is satisfied in the winter semester, the subsidy and benefits will begin April 1. The subsidy and benefits then continue unless the teacher's load falls below the minimum hours and as long as the teacher pays the premium balance. If hours are reduced, change in benefit level becomes effective November 1 or April 1, as appropriate. If a part-time continuing education teacher becomes an inactive employee, subsidy and benefits will be terminated the last day of the month in which the teacher was active.

ARTICLE 23 SALARY SCHEDULE

Section A Salary Schedule Procedures

Item 1 Outside teaching experience shall be granted at full credit when placed on the salary schedule to a maximum of seven (7) years for all persons with less than a Master's Degree and eight (8) years for all persons who have a Master's Degree or more. This shall pertain only to those teachers whose initial employment with the District was after September, 1961. To be counted, outside teaching experience must have:

1.1 Occurred within the number of years immediately preceding employment which corresponds to the number of steps in the salary schedule under which the teacher

belongs;

1.2 Been experienced in a public school, a private school approved by the North Central Association or a reciprocal accrediting agency.

Item 2 Professional/Technical outside experience shall have been in an equivalent position.

Item 3 Part-time Continuing Education or Professional/Technical employees moving to full-time employment will be placed at the same step on the teacher's salary schedule.

Item 4 Effective September 1, 1982 the Board will no longer apply credits earned prior to the granting of the Master's Degree to the MA + 30 salary tract.

Item 5 Personnel employed after September 1, 1979, where a vocational certificate is required shall be granted credit on the salary schedule equivalent to the number of years of work experience required by the State Board of Education for a vocational certificate.

Item 6 Experience credit shall be granted on employment for previous active duty service in the armed forces subject to the following limitations:

6.1 The applicant will receive one-half (1/2) credit for each full calendar year of active duty military service.

6.2 The applicant must be employed during four (4) years after the date of discharge. A person who is a member of one the civilian components of the military establishment will not be considered discharged as long as the teacher is a member of the Ready Standby, or Retired Reserve.

Item 7 Effective September 6, 1978, teachers hired or returning to work on or previous to January 17 shall be advanced a step on the salary schedule the following school year.

Section B Salary Schedule (1988-89)

Item 1 Full-time

Steps	Non-Degree	B.A.	M.A.	M.A. + 30	Ph.D.
1	17954	18971	20641	21586	
2	18971	20044	21950	22957	
3	20044	21179	23343	24420	
4	21179	22384	24826	25976	
5	22384	23643	26400	27633	
6	23643	24986	28074	29392	
7	24986	26397	29863	31317	
8	26397	27927	31758	33255	
9		29506	33772	35376	
10		31177	35920	37629	
11		32944	38203	40036	41892

Item 2 Part-time/Less than Full-time (1988-89)

Steps	Non-Degree	B.A.	M.A.	M.A. + 30
1	11.84	12.26	13.23	13.84
2	12.38	12.82	13.80	14.41
3	12.82	13.36	14.31	14.94
4		13.98	14.94	15.56
5		14.81	15.80	16.40

Section C Salary Schedule (1989-90)

Item 1 Full-time

Steps	Non-Degree	B.A.	M.A.	M.A. + 30	Ph.D.
1	18852	19920	21673	22665	
2	19920	21046	23048	24105	
3	21046	22238	24510	25641	
4	22238	23503	26067	27275	
5	23503	24825	27720	29015	
6	24825	26235	29478	30862	
7	26235	27717	31356	32883	
8	27717	29323	33346	34918	
9		30981	35461	37145	
10		32736	37716	39510	
11		34591	40113	42038	43987

Item 2 Part-time/Less than Full-time (1989-90)

Steps	Non-Degree	B.A.	M.A.	M.A. + 30
1	12.43	12.87	13.89	14.53
2	13.00	13.46	14.49	15.13
3	13.46	14.03	15.03	15.69
4		14.68	15.69	16.34
5		15.55	16.59	17.22

Section D Salary Schedule (1990-91)

Item 1 Full-time

Steps	Non-Degree	B.A.	M.A.	M.A. + 30	Ph.D.
1	19889	21016	22865	23912	
2	21016	22204	24316	25431	
3	22204	23461	25858	27051	
4	23461	24796	27501	28775	
5	24796	26190	29245	30611	
6	26190	27678	31099	32559	
7	27678	29241	33081	34692	
8	29241	30936	35180	36838	
9		32685	37411	39188	
10		34536	39790	41683	
11		36494	42319	44350	46406

Item 2 Part-time/Less than Full-time (1990-91)

Steps	Non-Degree	B.A.	M.A.	M.A. + 30
1	13.11	13.58	14.65	15.33
2	13.72	14.20	15.29	15.96
3	14.20	14.80	15.86	16.55
4		15.49	16.55	17.24
5		16.41	17.50	18.17

Section E Salary Schedule (1991-92) First Semester**Item 1 Full-time**

Steps	Non-Degree	B.A.	M.A.	M.A. + 30	Ph.D.
1	21182	22382	24351	25466	
2	22382	23647	25897	27084	
3	23647	24986	27539	28809	
4	24986	26408	29289	30645	
5	26408	27892	31146	32601	
6	27892	29477	33120	34675	
7	29477	31142	35231	36947	
8	31142	32947	37467	39232	
9		34810	39843	41735	
10		36781	42376	44392	
11		38866	45070	47233	49422

Item 2 Part-time less than full-time (1991-92)

Steps	Non-Degree	B.A.	M.A.	M.A. + 30
1	13.96	14.46	15.60	16.33
2	14.61	15.12	16.28	17.00
3	15.12	15.76	16.89	17.63
4		16.50	17.63	18.36
5		17.48	18.64	19.35

Section F Salary Schedule (1991-92) Second Semester**Item 1 Full-time**

Steps	Non-Degree	B.A.	M.A.	M.A. + 30	Ph.D.
1	21394	22606	24595	25721	
2	22606	23883	26156	27355	
3	23883	25236	27814	29097	
4	25236	26672	29582	30951	
5	26672	28171	31457	32927	
6	28171	29772	33451	35022	
7	29772	31453	35583	37316	
8	31453	33276	37842	39624	
9		35158	40241	42152	
10		37149	42800	44836	
11		39255	45521	47705	49916

Item 2 Part-time less than full-time

Steps	Non-Degree	B.A.	M.A.	M.A. + 30
1	14.10	14.60	15.76	16.49
2	14.76	15.27	16.44	17.17
3	15.27	15.92	17.06	17.81
4		16.67	17.81	18.54
5		17.65	18.83	19.54

Section G Professional/Technical Salary Schedule

Professional/Technical employees shall be paid on the Elementary and Secondary Teacher salary Schedule based on an eight (8) hour work day, including a thirty (30) minutes paid lunch, and 215 day work year.

Section H School Psychologist Salary Schedule

The school psychologist work year shall include one hundred ninety (190) work days, which is an extension of the regular teachers' work year of one hundred eighty-five (185) days.

ARTICLE 24 SCHEDULE OF EXTRA PAY SERVICES

Section A School Day Extra Hour Pay

Item 1 The hourly rate for a secondary teacher who is assigned an extra duty period within the school day beyond the normal periods of teaching responsibility will be as follows:

- 1.1 \$7.50 for temporary or casual assignment.
- 1.2 .056% of scheduled salary assignment beyond five (5) consecutive days.
- 1.3 No school will have more than six (6) teachers with an extra hour long term assignment, excluding OTC.

Section B Athletics

Item 1 Athletic percentage differentials apply only to the Bachelor's Degree teachers' salary schedule for the current year. The experience which will be counted will be in the specific activity.

Item	Senior High Athletics	Percentage Differential	Senior High Athletics	Percentage Differential
	Cross Country	8	Tennis	8
	Head Football	13	Head Track	9
	Asst. Football	8	Asst. Track	6
	Head Basketball	13	Trainer	8
	Asst. Basketball	8	Skiing	6
	Freshman Basketball	7	Gymnastics	9
	Head Swimming	9	Equipment Manager	5
	Asst. Swimming	6	(All seasons)	7
	Head Wrestling	10	Ticket Manager	8
	Asst. Wrestling	6	Athletic Director	15
	Head Baseball	9	Asst. Athletic Dir	10
	Asst. Baseball	6	Cheerleader	10
	Softball	9	(one per high school)	
	Asst. Softball	6	Volleyball	9
	Golf	8	Asst. Volleyball	6

Item 3	Junior High Athletics Inter scholastic	Percentage Differential	Junior High Athletics Inter scholastic	Percentage Differential
	Head Football	6	Head Wrestling	6
	Asst. Football	4	Asst. Wrestling	4
	Head Basketball	6	Softball	5
	Asst. Basketball	4	Volleyball	5
	Head Track	6	Gymnastics	5
	Asst. Track	4		

Section C Department Headships

Item 1 Junior High and Senior High Department Heads shall be reimbursed at the following percentage of the BA minimum salary:

Yrs. Exp. Dept. Head	Number of Classes				
	6-20	21-35	36-50	51-65	66+
1	3%	4%	5%	6%	7%
2	3.5%	4.5%	5.5%	6.5%	7.5%
3	4%	5%	6%	7%	8%

Item 2 Psychological, Teachers of Speech and Language Impaired, School Social Work and Teacher Consultant Department Heads shall be reimbursed at five (5) percent of the annual salary, not including any extra pay differentials above the teachers' base schedule for the person in the position.

Item 3 Department heads at the elementary schools, in the continuing education department, and at VOCARE and Wisner shall be reimbursed at five (5) percent of the BA minimum salary.

3.1 Two department heads will be assigned at each elementary building, one assigned to lower elementary grades (kindergarten, first and second grades) and the other to upper elementary grades (third, fourth, and fifth grades).

3.2 The continuing education department will assign department heads in the following areas: mathematics, English, science, social studies, ABE, ABE-ESL, career advisers, and vocational education.

Section D Secondary Speech, Drama, and Publications

Item 1 Secondary speech, drama, and publication percentage differentials apply only to the BA schedule for the current year. The experience which will be counted will be in the specific activity.

Item	<u>Senior High Speech, Drama, and Publications</u>	<u>Percent Differential</u>
	Drama Coach (one major and two minor productions)	8
	Debate Coach	5.5
	Yearbook Director	7
	Newspaper Director (min. of 10 issues)	6
	Literary	4.5

Item	<u>Junior High School Speech, and Publications</u>	<u>Percent Differential</u>
	Drama Coach (each production)	2
	Yearbook Director	3
	Newspaper Director (min. of 5 issues)	2

Section E Secondary School Vocal Music Teachers

Vocal Music teachers shall be paid an amount above the annual contract amount, not including any extra pay differentials, up to the percentages indicated below for extra service. The requirements for the additional compensation appear in a separate document.

Senior High School	7
Junior High School	5
Elementary	3
Head musical	3
Asst. musical	1.5

Section F Instrumental Music Teachers

Instrumental Music Teachers shall be paid an amount above the annual contract amount, not including any extra pay differentials, up to the percentages indicated below for extra service. The requirements for the additional compensation appear in a separate document.

Senior High Band	10.5
Asst. Senior High (two semesters)	5
Junior High Band	7
Senior High Orchestra	7
Junior High Orchestra	7
Junior-Senior High Orchestra	9
Elementary	3

Section G Safety Patrol-Service Squad

Teachers responsible for either of these two activities shall be reimbursed at the rate of two (2) percent of the BA minimum per squad.

Section H Vocational Teachers

Item 1 Certain teachers in the District are required to hold valid vocational certificates for certain vocational programs. The following regulations apply to those teachers who are

required to have in their possession a valid vocational certificate.

- 1.1 Teachers of preparatory Vocational-Technical Courses for full-time students shall have a minimum of two (2) years experience in the occupational area concerned except in the case of trade teachers who shall have three (3) years of such experience.
- 1.2 Teacher-Coordiators of Cooperative Education Programs shall have a minimum of two (2) years of occupational experience in the occupational area concerned.
- 1.3 Vocational teachers who have a Master's Degree and vocational certification shall qualify on the salary schedule at the Master's Degree + 30 training level. Vocational teachers who have a Bachelor's Degree and vocational certificate shall qualify on the salary schedule at the Master's Degree training level. No teacher can be reduced in training level because of this paragraph.
- 1.4 The above regulations apply only to vocational teachers who work under the State Plan for Vocational Education which is reimbursed from State and Federal funds and teaching forty (40%) percent of their time or a minimum of two (2) hours out of five (5) hours under the present State Plan for reimbursement.
- 1.5 Home economics teachers teaching in wage-earning occupations will be included in the policy stated above. Home economics teachers working in Smith-Hughes, George Barden programs, will receive two hundred dollars (\$200.00) in addition to their base salary if they hold a valid vocational certificate (provisional or permanent), but will not be included in the policy stated above.

Item 2 This extra pay allowance for vocational teachers shall only apply to those teachers employed prior to September 1, 1970, and receiving vocational allowance at that time.

Section I Extended Contract Pay

Teachers who work extended weeks and carry the same duties and responsibilities in the period of the extension which are carried during the term of the regular contract, shall be paid at their regular salary rate for the period of time which extends beyond the terms of the regular contract.

Section J In-Service Education and Curriculum Development Rates

- Item 1 The daily rate for teachers in the program of in-service education shall be \$55.00
- Item 2 The daily rate for teachers in the program of curriculum development shall be \$75.00
- Item 3 An in-service or curriculum development day is defined as a

seven and one-half (7 1/2) hour period including a half hour lunch period.

- Item 4 Teachers who serve as instructors at in-service workshops will be paid one-half (1/2) day for preparation in addition to the in-service rate for each day they serve as instructors.
- Item 5 In-service and curriculum development activities are defined to be above and beyond the regular work day or work year.

Section K Extra Curricular Activities

- Item 1 After school, evening and weekend activities shall be reimbursed at \$10.00 per authorized hour. Each elementary building shall be allocated fifty (50) hours, each junior high/middle school and Perdue Center one hundred (100) hours, and each senior high school four hundred (400) hours to be used for activities approved by the principal and the coordinating council.
- Item 2 The Board and the Association encourage teachers to volunteer, without pay, their time for student activities. The Board will make facilities available to teachers who volunteer their time for these activities.

Section L Deviations

Deviations from the provisions of the Article shall be made only upon mutual agreement of the Board and the Association.

Article 25 Matters Not Covered By The Agreement

- Item 1 This Agreement incorporates the entire understanding of the parties on all issues which have been the subject of negotiation. During the terms of this Agreement, neither party shall be required to negotiate on any matter except wherein the Agreement specifically provides for the reopening of items for negotiation.
- Item 2 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. Any individual contract, hereafter executed, shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- Item 3 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 26 AGREEMENT DURATION

This Agreement shall be in effect as of September 7, 1989 and shall continue in effect until August 31, 1992.

Date 9-2-89

PONTIAC BOARD OF EDUCATION

By Norma J. Kurbland
President

By Robert C. Knight
Secretary

Date 9-2-89

PONTIAC EDUCATION ASSOCIATION

By Lora L. Perkins
President

By Lynette Mahoney
Secretary

EXHIBIT A INSTRUCTIONAL MATERIALS

Instructional materials used in the District shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups, as measured by the following criteria:

1. The suggestion, by omission or commission or by over or under emphasis, that any racial, religious, or ethnic segment of the populations is more or less capable or more or less important in the mainstream of American life is to be avoided.
2. Opportunities for full, fair, accurate and balanced treatment of minority groups should be utilized.
3. The achievement by minority groups of positions of leadership and centrality should be clearly demonstrated.
4. Both male and female members of all groups should be depicted in situations which exhibit them as worthy examples of mature American citizens and provide role models in keeping with contemporary society.
5. Attention should be given to the presentation of fully integrated human groupings and settings indicating equal status.
6. The group representation of individuals should be clearly apparent and the utilization of inappropriate facial features avoided in such representations where appropriate.
7. Comprehensive materials which represent the contribution and achievements of minority groups in arts, science, history, literature, and all life and culture should be apparent in the design of materials.
8. Life in contemporary urban environments, as well as rural and suburban environments, should be pictured.

LETTER OF AGREEMENT

The Pontiac Education Association and the School District of the City of Pontiac mutually agree to establish a committee with the charge of developing and constituting an evaluation instrument for tenure and non-tenure teachers, and evaluation instruments for continuing education and professional/technical teachers. This committee shall consist of an equal number of members designated by the Board and members designated by the Association.

As implementation plan which includes a Pilot Program for second semester and review of the pilot prior to the end of the school year, shall be developed in writing ninety (90) work days from September 1, 1989.

Date 9 / 2 / 89


Board

Date 9 / 2 / 89


Association

LETTER OF AGREEMENT

The Pontiac Education Association and the School District of the City of Pontiac agree that effective the 1989-90 school year for the term of the 1988-92 agreement at least three (3) teachers shall be employed to provide physical education for elementary students scheduled in the same manner as music was scheduled for elementary students during the 1988-89 school year.

Date 9 / 2 / 89

Thomas E. Boyd
Board

Date 9 / 2 / 89

Lara L. Perkins
Association

LETTER OF AGREEMENT

The Master Agreement effective September 7, 1989 through August 31, 1992 contains certain economic improvements which are retroactive to September 1, 1988, but for which payment is deferred.

1. Teachers who retired and completed first semester of the 1988/89 school year shall receive one time payment calculated at 2.5% of their scheduled 1988/89 salary to be paid May 1990. Teachers who retired and completed both semesters of the 1988/89 school year and prior to the start of the 1989/90 school year shall receive a one time payment calculated at 5% of their scheduled 1988/89 salary to be paid May 1990. These payments represent retroactive salary for services rendered during the 1988/89 school year.
2. The parties agree that teachers who desire to retire during the 1989-90 and 1990-91 school years and who are otherwise eligible shall receive deferred payment in the following manner:
 - 2.1 An initial payment of \$4,000 as retroactive salary for services rendered during the 1988/89 school year. Payment shall be May 1990 if retired during the 1989/90 school year or May 1991 if retired during the 1990/91 school year.
 - 2.2 The longevity entitlement for these teachers shall be \$4,000 paid in May of each of the two years following the retirement year.
 - 2.3 This provision is limited to the first fifty full-time teachers who apply with ten (10) years experience in the bargaining unit, excluding unpaid leaves of absence, and who qualify for retirement under the rules and regulations established by the Michigan Public School Employees Retirement System.
 - 2.4 To be eligible the teacher must submit written notice no later than sixty (60) days prior to the end of a semester to the Personnel Office of intent to retire at the end of a semester.

Date 9 / 2 / 89

Thomas E. Boyer
Board

Date 9 / 2 / 89

Lara L. Perkins
Association

September 13, 1988

Elementary Department Heads

Report To: Building Principal

Job Description

- Provide support for curriculum.
- Through the coordinating council and acting as resource/support person, D.H. will schedule grade level meetings.
- Organize and share curriculum information with teachers.
- Attend meetings with the curriculum consultants/curriculum division and building coordinating council.
- As needed - consult with the principal regarding curriculum concerns.
- Coordinate distribution of curriculum materials.
- Assist with locating requested materials.
- Survey teaching staff at end of year for needed materials to be ordered for the following year.
- Provide assistance to the principal and teachers in coordinating the testing program within the building.
- Assist with other instructional/curricular activities as determined by the building Coordinating Council.
- No classes are to be canceled to allow the D.H. to pursue the above functions. Substitutes may be hired to relieve the D.H. from his/her teaching responsibilities as long as it does not create a substitute override requiring the substitute office to go to the emergency substitute list.
- At the conclusion of the 1989-90 school year, there will be a joint (Association/Administrative) review of the Elementary Department Head position and recommendations/revisions regarding D.H. description will be made.

Date

9 / 2 / 89

Thomas R. Beyer
Board

Date

9 / 2 / 89

Lora L. Perkins
Association