

MASTER AGREEMENT

between the

NEW HAVEN
EDUCATION ASSOCIATION
MEA-NEA LOCAL 1

and the

NEW HAVEN
BOARD OF EDUCATION

1997-98

1998-99



New Haven Community Schools

AGREEMENT

This Agreement entered into this 1ST day of SEPTEMBER
1997, by and between the Board of Education of the New Haven
Community Schools of New Haven, Michigan, hereinafter called
the "Board", and MEA-NEA Local One, hereinafter called the
"Association".

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I. ARTICLE I, RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following: Certificated Personnel, Annually Authorized Vocational Education Teachers, and Social Workers. Excluding the following: Superintendent, Assistant Superintendent, Principals, Assistant Principals and other Administrative and Supervisory Personnel, further excluding teacher aides and per diem substitutes. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Board" shall include its officers and agents.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The rights granted herein to the Association shall not be granted or extended to any competing labor organization which represents teachers.
- D. Non-Discrimination: The Board and Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. In the construction of words used in this agreement, whenever the female gender is used, it shall also be construed to include the male gender and vice versa.

II. ARTICLE II, GRIEVANCE PROCEDURE

The Association or any teacher, believing there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a grievance with the parties designated in the procedures outlined below. The Association can be present for all steps of the Grievance Procedure. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.

- A. All time herein shall consist of school days. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive. Failure by the grievant to conform to the time limits herein provided shall mean the grievance has been dropped. Failure by the Board or its representatives to conform to the time limits shall mean the grievance is automatically advanced to the next step.

Article II, Grievance Procedure, (con't):

- B. The Assistant Principal, Principal, Assistant Superintendent, Superintendent, or Secretary of the Board shall note date and time of day when grievance complaint is received by him/her. If a dispute shall arise as to date on which said appeal was taken, such notification shall be conclusive evidence of the date of its receipt.
- C. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During summer recess, school days shall be counted as five (5) school days per calendar week.
- D. Grievances arising under this article shall be processed during non-teacher hours. For the purpose of this article, non-teacher hours shall mean the time before school begins for teachers and after school ends for teachers and during a teacher's lunch period - as mutually agreed upon between the parties.
- E. Informal Resolution
 - 1. An individual teacher may discuss a potential grievance matter or situation with the school principal or assistant principal or immediate supervisor, during non-teacher hours (before and after duty times for teachers) or lunch periods as mutually agreed upon between the parties, for the purpose of resolving the matter informally. If requested, an Association representative may be present.
 - 2. The Association may discuss matters involving the implementation and or interpretation of the contract with the Superintendent or Assistant Superintendent with the object of resolving potential problems informally.
- F. In the event the matter is a grievance and is not satisfactorily resolved, the following procedure shall be followed:
 - 1. Step One: Within ten (10) school days of the time the alleged grievance arises, it shall be stated in writing, signed by the grievant and submitted to the appropriate supervisor* who could remedy the alleged grievance.

*Appropriate supervisor means the supervisor most immediately involved with the grievance.

Article II, Grievance Procedure, (con't):

Such complaint shall be specific. It shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific reference to the articles and sections of the Collective Bargaining Agreement which allegedly have been misinterpreted or violated, and it shall state the specific nature of the relief requested.

Within five (5) school days after receipt of the grievance, the supervisor shall give an answer in writing to the grievant and copies filed with the Association and the Board.

When the circumstances or conditions surrounding a grievance are the result of an action by the Superintendent or the direct responsibility of the Superintendent, step one of the grievance procedure will begin with the Superintendent or his/her designee as the appropriate supervisor. If the grievant is not satisfied with the disposition of the grievance, the grievance will immediately be continued to step three.

2. Step Two: In the event the grievant is not satisfied with the disposition of the grievance at step one, within five (5) school days from the date of receipt of the supervisor's answer, the grievant may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be in writing. The aggrieved, his/her representatives, and the Superintendent or his/her designee shall hold a meeting to resolve the matter within ten (10) school days thereafter. Only the grievant and not more than three (3) representatives of the Association shall be present at such a meeting, unless otherwise agreed. Within five (5) school days of conclusion of the meeting, the Superintendent or his/her designee shall present the Association and grievant with a written answer to alleged grievance.
3. Step Three: Within ten (10) school days from the date of the receipt of the written answer of the Superintendent or his/her designee, the grievant or Association may appeal in writing, to the Board of Education. Filing of the appeal shall be complete when received by the Secretary of the Board. In no event, except with written consent of the aggrieved, shall a hearing before the Board involving any such grievance, be more than twenty (20) school days after receipt of said grievance.

A written statement disclosing the decision made, shall be furnished the aggrieved and copies filed with the Association within twenty-five (25) school days of the Board hearing.

Article II, Grievance Procedure, (con't):

4. Step Four: If the alleged grievance is not settled at step three, the matter may be appealed to arbitration, provided that notice to appeal the matter has been given to the Board within twenty-five (25) school days of the receipt of the Board's written decision in step three.

The parties involved will attempt to mutually agree upon an impartial arbitrator. Failure to agree upon an arbitrator within twenty (20) school days of notice to appeal will result in the selection of an arbitrator according to the rules of the American Arbitration Association. Only the Association or Board may take a grievance to arbitration.

a. Powers of the Arbitrator

It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as the Arbitrators powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication or misinterpretation of the specific articles and sections of the Agreement.

- (1) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor may the Arbitrator imply abnormal obligations inconsistent with arbitration and educational laws upon either party of this Agreement.
- (2) The Arbitrator shall have no power to change any practice, policy or rule of the Board, except as these practices, policies or rules are in violation of this Contract. The Arbitrators powers shall be limited to deciding whether the Board has violated, misinterpreted or misapplied articles or sections of this Agreement.
- (3) Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first rule on the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
- (4) The Arbitrator shall have no power to establish salary schedules or change any wage established in this or previous contracts.

Article II, Grievance Procedure, (con't):

The Arbitrator shall have no powers to award back wages which exceed the amount the grievant would have earned during the period of time the alleged violation was being processed.

- (5) Any recommendation of the Arbitrator shall be binding upon the parties of the Agreement.

b. Arbitration Expenses

- (1) The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be born by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

III. ARTICLE III, MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers in the bargaining unit, as a condition of continued employment shall on the sixtieth (60th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later:

1. Become members of the Association, or
2. Pay a service fee, which is equivalent to the amount of dues (including New Haven Education Association, Local 1 MEA and NEA dues) uniformly required of members of the Association.

This requirement is a term and condition of employment and is incorporated in and is to be deemed a part of every contract of hire covering members of this bargaining unit.

- B. If a member of the bargaining unit is not a member in good standing of the Association, or has failed or refused to pay the service fee provided for above, the Association shall promptly so advise the Board and the defaulting employee in writing. Within thirty (30) days of receipt of such notification, the Board shall notify the defaulting employee that his/her employment will be terminated at the end of that school year, unless the default is cured or the employee pays the service fee into an escrow account as provided below, within such thirty (30) day period.

Termination of any employee under this section shall relieve the employee from any obligation to pay service fees theretofore due and owing.

Article III, Membership, Fees and Payroll Deductions, (con't):

- C. Any person paying a service fee pursuant to Section A of this article may file written objections to the expenditure by the Association (including the MEA or NEA) of funds collected from him or her, but challenge to such expenditures shall not relieve such person of the obligation of paying said service fee. Objections shall be filed in duplicate with the President of the Association, no later than fifteen (15) days from the payment of the fee.

Any such objections or complaints shall not be subject to the grievance procedure provided for in Article II of this Agreement, but shall be processed pursuant to the internal review procedure established by the Michigan Education Association for all affiliated organizations pursuant to Aboud v Detroit Federation of Teachers, 431 - US 209, 240 (1977). That procedure is set forth in the Policy Regarding Objections to Political-Ideological Expenditures, adopted June, 1978. The Association shall make copies of such policy and any amendments thereto, available upon request.

In the event an employee's objections to the payment of the service fee are not resolved by the end of a school year, and the dispute is pending before the Michigan Education Association Committee established to determine it, or any other forum of competent jurisdiction, then the employee shall not be terminated in accordance with this article. Provided, however, the employee has previously paid the service fee into an escrow account established under the procedures of the MEA (Regarding Objections to Political-Ideological Expenditures). As long as the employee continues to pay this service fee into the aforementioned escrow account, the teacher's employment shall not be terminated until the teacher has ceased to pursue the legal remedies available.

- D. The Association (including the MEA and NEA) agrees, upon request, to defend the Board of Education and its officers, agents, or employees in any suit brought against all or any of them regarding this article of the Master Agreement, and to indemnify the Board, its officers, agents, or employees and save them harmless from any and all claims, demands, awards, fees, costs, suits, lost wages or damages which may be imposed or assessed against all or any of them regarding this article of the Master Agreement, provided, however, that:
1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.

Article III, Membership, Fees and Payroll Deductions, (con't):

D. (con't):

2. If the Board, its officers, agents or employees elect/s to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
3. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this article, or in the alternative to indemnify the Board of Education as provided above.
4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section, after consultation with the Board.

For purposes of construing this article, the parties agree that the school district, the Board, its officers, agents or employees, be protected from any monetary loss as a result of the district enforcing the payment and collection of the service fee.

- E. The parties agree that, to the fullest extent permitted by law, the remedies set forth in such policy shall be exclusive and that unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by or among any party or person concerning the application and interpretation of this Article shall be subject to arbitration, administrative or judicial adjudication.
- F. The Board, pursuant to Public Act 390 of 1978 agrees to make deductions from the wages of each member of the bargaining unit for Association dues or service fees. The deduction of membership dues and assessments or service fees shall be scheduled with the payroll office by each teacher for ten (10) months beginning in September and ending in June each year.

Monies payable to the Association shall be remitted no later than ten (10) days following the deduction, accompanied by a list of teachers from whom the deductions have been made.

Article III, Membership, Fees and Payroll Deductions, (con't):

- G. Teachers may sign and deliver to the Board an authorization for voluntary deductions such as annuities, Teachers' Credit Union and insurance within thirty (30) days of the beginning of their employment.
1. Annuities and Teachers' Credit Union shall be deducted each pay and remitted to the appropriate company.
 2. Insurance shall be deducted the second (2nd) pay of every month and remitted to the company designated by the parties.
 3. A United States Savings Bond Plan shall be provided for teachers.
 4. MEA-PAC/NEA-PAC Contributions will be deducted in accordance with Section F of this Article.

IV. ARTICLE IV, ASSOCIATION AND TEACHER RIGHTS

A. Association Rights

1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Use of School Facilities: The Executive Board of the Association and its members shall be allowed, upon administration approval, to use school equipment, exclusive of Board office equipment, calculating machines and all types of audio visual equipment, when such equipment is not otherwise in use.

The Association shall pay for the actual cost of all materials and supplies incidental to such use. Members using facilities for non-approved Association activities will be billed on an individual basis.

Article, IV, Association and Teacher Rights, (con't):

- a. The Association and its members have the right to use school building facilities by filing application at the Superintendent's Office.
 - (1) The Board shall retain all rights to regulate after hour use of its facilities.
 - (2) Each principal will be responsible for his building and the designation of meeting places within the building.
 - b. The Association requests that the Board of Education allow the Association to use space to house its supplies, equipment, and to serve as a small meeting place, providing it does not interfere with the regular function of the school programs. Once assigned, the office shall be assured through the remainder of the school year. In the event such assigned facility is required by the Board of Education, the Board representative shall meet and review with the President of the Association with express purpose of determining if an alternate facility can be assigned.
3. 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 in each school building. However, no material of a personal defamatory nature shall be posted.
 4. Association representatives shall be permitted to meet with teachers to discuss grievances provided that this shall not interfere with or interrupt normal classroom sessions. If the matter is of an emergency nature or of such pressing need that an immediate meeting is necessary, then the Association Representative and the member are entitled to a private conference on the matter without undue delay, depending on the availability of a replacement and the urgency of the matter to be taken up.

In case of dispute the administration does not have the right to veto the request and nullify the process. In the final analysis, the Association right must prevail when insisted upon. If there is self-evident crisis, the principal or other alternate could cover a class when a relief teacher cannot be procured.
 5. The Board agrees to furnish the Association, in response to specific requests, information, if available, concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

Article IV, Association and Teacher Rights, (con't):

A. (con't):

6. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.
7. A teacher who has been duly elected or appointed a delegate to the Representative Assembly or who has been duly elected to a State Commission of the MEA from Region 6, shall be released from regular teaching duties without loss of salary at least one (1) day each semester for the purpose of discharging duties of said office. The principal shall be notified in writing at least one (1) week in advance of the release time.

The Association will be granted a total of twenty (20) days per school year to send its officers to MEA or NEA meetings or conferences. Association days may accumulate to thirty (30) days.

8. For purposes of implementation of this Article, the word "Association" shall refer to the New Haven teachers as a unit represented by MEA-NEA, Local 1.
9. The Association and the Board of Education will do what they can to avoid using students in matters directly involving the parties.

B. Teacher Rights

1. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or applicable Civil Service Laws and Regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided under Michigan General School Laws or applicable Civil Service Laws.
2. The Board of Education appreciates the concern of the teachers in matters of curriculum improvements and will abide by Article V, Section 3 of the present contract, but will inform the teachers of the Board's action.
3. Teachers may be used for substitution purposes at the rate of \$15.00 per period. Periods of substitution shall be included in the next scheduled pay period. Teachers shall not be compelled to use their preparation period for substitution.
4. The Board agrees to attempt to supply substitute teachers for all absent teachers.

Article IV, Association and Teacher Rights, (con't):

B. (con't):

5. No High School or Middle School teacher shall have more than four (4) preparations.
6. Handicapped and Medically Fragile Students: When the Board determines that the severity of a handicap requires it, training will be provided to teachers receiving handicapped and medically fragile students. Teachers will not be required to administer tracheotomy, suctioning, clean intermittent catheterization or tube feeding to students.
7. School Improvement Plans: Participation by a teacher on any building or district's school improvement committee is voluntary. Teacher committee members will be chosen by the teachers in each building. Participation or non-participation on a building or district school improvement committee shall not be used as a criterion for negative evaluation. Recommendations made by any school improvement committee which might impact any part of the Master Agreement must be resolved as per Article XVII, Section K.
8. Any complaint made against a teacher by a parent, student, or other person which is being considered as the basis for a written reprimand, discipline or discharge of said teacher, will be promptly called to the attention of the teacher with the complainant identified. Any complaint not called to the attention of the teacher may not be used as the basis for any written reprimand, discipline or discharge.
9. Academic freedom in teaching is recognized for all teachers who shall exercise such freedom within the framework of the curriculum and school policies. The teacher is expected to teach the students in the best manner in which he/she is capable.
10. The alleged harassment of a teacher shall be brought to the attention of the Superintendent, who shall investigate the allegation and thereafter meet with the teacher. If the problem is not resolved, the Superintendent and Association President will meet to discuss the matter.

V. ARTICLE V, BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf, and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

Article V, Board of Education Rights, (con't):

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

To decide upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of every kind and nature;

4. To determine class schedules, the hours and days of instruction, and the duties, responsibilities and assignments of teachers, and non-teaching activities, and terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws, or any other national, state, county, district, or local laws or regulations as they pertain to education.

VI. ARTICLE VI, TEACHING CONDITIONS

- A. Class Size: The Board and administration recognize the desirability of keeping all classes balanced within the range of class size limits, and a good faith effort shall be made to achieve this goal.
1. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. With this knowledge, the parties agree to work toward the optimum class sizes set forth below. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Article VI, Teaching Conditions, (con't):

2. The parties acknowledge that class maximums may have to be exceeded due to the factors listed below. When said factors occur, Section A-3 of this Article will be instituted.
 - a. Unavailability of classroom space;
 - b. Budgetary limitations;
 - c. The imposition of State or Federal Laws;
 - d. Unanticipated Acts of God that render the district or its buildings inoperable.

Class Size Limits

<u>Grade Levels</u>	<u>Optimum Class Size</u>	<u>Maximum Class Size</u>
K	29	34
1-2-3	30	35
4-5-6	30	35
Junior High	32	35
Senior High	32	35
Physical Education:	Grades 7-12 limit	45
	Students in Grades 7 and 8 will not be scheduled with students in grades 9-12 for physical education. At the conclusion of the first (1st) week of school, the high school administration will provide to the Association, upon request, a list of the students and their grade levels.	
Special Education, Resource/TC	Class size shall be determined by State Law	
Special Education,	Class size shall be determined by State Law	

In grades 7-12, total work day student maximum shall not exceed two-hundred (200).

3. If at any time after the fifth (5th) week of each school year, the class load of a teacher exceeds the maximum class size listed above, then the "Class Size-Overload" committee shall meet to find a solution to the oversize class. This committee shall be composed of an annually appointed representative of the Association, an annually appointed representative of the Board, and the principal and teacher involved in the oversize class. The above mentioned committee shall agree upon and institute one of the following solutions within two (2) weeks:
 - a. Balancing of classes;
 - b. Use of para-professionals;
 - c. Additional staff; or
 - d. Other appropriate solutions, including the teachers involved shall be paid \$5.00 per day per student overage, including per hour in the elementary up to a maximum of six (6) hours per day.

Article VI, Teaching Conditions, (con't):

A. (con't):

4. The parties agree that the limits set forth above shall not apply to Vocal Music, Band, and other similar classes which are controlled by circumstances peculiar to them.
5. The Board agrees that when Special Education students are placed in general education classrooms, it will equalize as much as possible the placement of such students among the appropriate classrooms within a building. All referring and receiving teachers will be extended an opportunity to attend and participate in I.E.P.C.'s. Release time will be provided.

Special Education students who are assigned to a general education classroom for any instructional time shall be considered full time students for the purpose of that teacher's class count.

6. A joint committee of teachers and administrators shall be formed to discuss class size and the impact of placing special education students in the regular education classroom.

B. Time of the School Day

1. The length of the teacher work day will be no longer than seven (7) hours and fifteen (15) minutes.
2. Teachers shall report five (5) minutes before and stay five (5) minutes after school, except on days when conferences or meetings are scheduled. If on split sessions, teachers may leave after prep period if prep period is at the end of their teaching day.

C. Conferences and Faculty Meetings

1. Teachers will be required to remain for nine (9) scheduled faculty meetings of maximum length of one and one-half (1 1/2) hour (s) each, unless mutually extended by teachers and administration. In the event compelling request for a teachers' meeting other than the nine (9) regular scheduled monthly meetings, a special meeting may be called. The Building Representative and the Principal will establish a regularly scheduled monthly date for meetings.

Teachers taking graduate level classes will be excused. Proof of registration may be required by the Building Principal.

Three (3) hours per semester may be used to conduct inservice workshops. The first one and one-half (1 1/2) hours will be deducted from the regular teacher meeting time.

Article VI, Teaching Condition, (con't)"

C. (con't):

Dates and times for these workshops will be established by the building principal and Building Representative as the result of a staff survey.

An evaluation form will be furnished to the participants at the conclusion of the workshop to determine the value to staff and administration.

- D. Elementary teachers, whose students are receiving instruction from teaching specialists in the areas of art, music, and physical education shall be relieved of their regular classroom duties.

- E. One recess duty per day will be assigned to all Siefert and Middle School teachers on a rotation basis, unless mutually agreed to by the building principal and the staff involved. The remaining time will be for preparation. There will be no other mandatory duty assignments.

The recess duty roster shall be drawn up within two (2) weeks after school starts and presented to all teachers involved.

- F. Secondary teachers will be provided with one (1) period for preparation each day. Beginning with the 1997-98 school year, the preparation period shall be thirty (30) minutes. Beginning with the 1997-98 school year the preparation period for elementary teachers shall be forty (40) minutes each day. Every effort will be made to equalize preparation time for the teachers at the Siefert and Upper Elementary School buildings. It is understood that preparation time is used to prepare for classes.

- G. The Board will continue its efforts to keep schools clean, reasonably and properly equipped and maintained.

The Board agrees to make available to each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional materials.

The Board agrees to provide specialist personnel with instructional space in each school building.

- H. Duty Free Lunch: All teachers will be provided with a duty free, uninterrupted lunch period each day of no less than thirty (30) minutes.

Article VI, Teaching Conditions, (con't):

I. Emergency Closings:

1. In case of emergency school closings, the Board shall endeavor to notify radio stations not later than one (1) hour prior to the time that the first teachers are to report for work. When schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

Any emergency conditions that result in the official dismissal of the students will also dismiss the teachers, except in the case of fog. Such days will be considered as working days if the teacher is at home or at school. Every effort will be made to have the buildings open and available for any teachers who wish to come in.

2. In case of fog conditions, and school is called off, teachers will stay until 10:30 A.M.

J. No outside duty will be scheduled at the beginning of the school day or at dismissal time.

K. Duty Assignments

1. Secondary teachers shall be in the immediate vicinity of the area where they are conducting their next class during the passing of classes.
2. Teachers with preparation periods the first or last hour may be assigned areas to supervise by the building principals. Those teachers assigned will be in the duty areas at least five (5) minutes before or after class depending upon the time of their preparation period.

L. Teacher Facilities

1. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for adult school employees' use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking will be permitted.
2. Telephone facilities shall be made available to teachers for reasonable use. The building principal will supply each teacher with the procedures for recording long-distance calls. Failure to follow this procedure will result in loss of the right to use the telephone.

Long distance personal calls may be charged to credit cards or reverse charges if made on non-duty hours. Under no circumstances may non-school related calls be charged to the school district.

Article VI, Teaching Conditions, (con't):

3. The Board shall provide and maintain adequate improved off-street parking facilities in a designated area at each building, and adequate improved access from the parking lot to the building.
 4. Upon request of the Association, vending machines may be installed in the teachers' lounge. The proceeds from all such machines shall be placed in a student scholarship fund. Said scholarship fund shall be administered by the Association.
- M. Teachers will not be required to work under unsafe or hazardous conditions. The Superintendent, or designee, shall meet with the President of the Association, or designee, in an attempt to solve physical facility problems.

VII. ARTICLE VII, PAID LEAVES OF ABSENCE

- A. A leave of absence with pay not chargeable against the teachers's allowance shall be granted for the following reasons.
1. A maximum of seven (7) consecutive calendar days commencing no later than the day following a death in the immediate family may be used. Any days in excess of the foregoing will be deducted from personal business time allotted. If all personal business time has been used, then the deduction shall come from sick days.
 - a. Immediate family to mean: Husband, wife, father or mother of either spouse, children, brother or sister of each spouse.
 - b. A death of a grandparent of either the employee or spouse or any other case will entitle the employee to a maximum of two (2) days. He/she may have up to three (3) additional days if travel time is needed. These days will be deducted from personal business time allotted or sick days.
 - c. One day leaves shall be granted for attendance at funerals of others than those persons defined above which will be charged as a sick day.
 2. Court appearances as a subpoenaed witness in any case connected with teacher's employment or whenever a teacher is subpoenaed by the Board to attend any proceedings, and on days when testimony is required.
 3. Visitation at other schools or for attending educational conferences or conventions, including Association meetings when approved by the Board's delegated representative. Each teacher shall be granted one (1) day per year for visitation to other outstanding programs for teachers.

Article VII, Paid Leaves of Absence, (con't):

Teachers requesting time for visitation or conferences will accompany each request with an outline of events, programs and intended or expected results which will be of benefit to the school system.

4. Time necessary to take the Selective Service physical examination.
5. Any teacher called for jury duty during school hours shall be paid his/her full salary up to a maximum of twenty (20) days. All monies earned as a juror shall be turned over to the New Haven Community Schools.

B. Sick Leave

1. Each teacher shall be granted ten (10) sick days per year. Sick days may accumulate to two hundred (200) days.
2. Teachers may use their annual and cumulative sick days for personal illness or illness in the immediate family. (Immediate family to mean: parents, husband, wife, children or other legal dependents as defined in the Internal Revenue Code who live in the same household).

A teacher who uses his/her sick days for care of a family member, uses such sick day(s) with the understanding that this leave is granted for the purpose of tending to the ill person during normal school hours.

3. A teacher may use her sick leave for absence due to pregnancy or childbirth or a medical condition related to pregnancy or childbirth. If the Board requires a second opinion, refer to Article XIII.
4. In cases of abuse of sick leave, disciplinary action may be taken.
5. Sick days shall not be deducted when school is not in session.

C. Personal Business Policy

1. At the beginning of the school year, all full-time teachers, regularly employed by the Board of Education, shall be granted two (2) days for pressing business. It is understood that personal business days shall not include recreational activities. The principal will grant approval on the basis of the article, providing they have received notification on a standard district form, and further, provided that:

Article VII, Paid Leaves of Absence, (con't):

- a. Written notification for such leave shall be made at least five (5) days in advance, unless an emergency situation develops, making it impracticable to give the five (5) days notice. The notification shall include the planned use of the leave.
 - b. Such business cannot be transacted at a time other than during normal school hours.
2. This day may not be taken immediately preceding or following a holiday or school recess unless approved in advance. The teacher shall state reasons for the use of such days. These days shall not be used as an extension for a vacation.
 3. This policy provides that, at the end of the school year, unused personal business days shall be added to the teachers' accumulated sick leave bank, for possible future use in accordance with the Sick Leave Article.
 4. In case of abuse of the personal business policy, disciplinary action may be taken.

D. Personal Holiday

1. Effective with the 1995-96 school year, each employee shall be entitled to two (2) personal holidays a year. Such time shall be taken at any time by the employee with notification to his/her principal at least five (5) days in advance of each use.

It is understood that the Principal may deny use of such a personal holiday where more than ten percent (10%) of the employees in that building have requested a personal holiday on that day.

If teachers do not use their personal holiday during a school year, the unused personal holiday shall be added to the teachers' accumulated sick leave bank at the end of the school year for possible use in accordance with the sick leave article.

2. It is understood that this day may not be taken on teacher work days at the beginning or end of the year or when teacher work days are scheduled.

E. Sick Bank

1. Each teacher who wishes to participate shall contribute no less than one (1) day of personal sick leave to the bank each school year. The Executive Board of the Association will establish policies pertaining to the sick bank and its administration.

VIII. ARTICLE VIII, UNPAID LEAVES

A teacher on an unpaid leave of absence shall not be entitled to receive fringe benefits.

A. Health Leaves: Any teacher whose personal illness extends beyond the period compensated under Article VII, Section B, shall be granted a health leave under the following conditions:

1. Health leave, when verified by a physician, shall be granted, without pay, or fringe benefits, up to a maximum of one (1) year.

At the expiration of such leave, the employee must return or resign, unless a special extension is recommended by the Superintendent and granted by the Board of Education.

2. Eligibility for a health leave of absence requires a minimum of two (2) years continuous employment by the school district, immediately prior to such leave of absence.
3. An extension of a health leave may be granted upon the verification of a physician that such an extension is necessary for the employee's complete recovery.
4. Employees on a leave of absence must give written notice to the Superintendent of Schools by March 1, of the year the leave expires, of their intention to return or resign, unless an extension of leave or a new leave has been granted. Notice of intent to return is the responsibility of the individual. In the event such notice is not received, the Board has the discretion to interpret this as a resignation.
5. The notice of intention to return to duty after a health leave, shall be accompanied by a written statement from a physician, certifying the fitness of the employee to fulfill his/her duties.
6. Re-employment will be conditioned by the availability of an opening for which individuals are certified and qualified, in accordance with the definition of qualified as established in Article XVI, Section C.
7. If the Board requires a second opinion, refer to Article XIII.

B. Child Care Leave

1. A child care leave, without pay, shall on request be granted for up to one (1) year. Said leave shall commence upon request of the bargaining unit member. The leave must terminate at the beginning of the winter or fall semesters.

Article VIII, Unpaid Leaves, (con't):

2. The employee requesting such leave shall notify the Superintendent, in writing, at least thirty (30) days prior to the beginning of the leave, except in the case of an emergency.
 - a. Employees whose leaves will begin at the end of their medical disability shall notify the Superintendent, in writing, as soon as possible.
 - b. The notification to the Superintendent shall be accompanied by her physician's statement that there is no reason why the teacher cannot continue to perform her services until the beginning date of the leave.
3. A teacher on a child care leave shall give written notice to the Superintendent, at least ninety (90) days prior to the expiration of the leave period, of the teacher's intent to return, resign, or extend his/her leave.
4. The leave may be extended by the Board of Education for one (1) year by written request of the teacher.
5. Re-employment will be conditioned by the availability of an opening for which individuals are certified and qualified, in accordance with the definition of qualified as established in Article XVI, Section C.
6. A teacher returning from a leave provided in this article shall be placed on the salary schedule with credit for each semester taught in the year the leave was granted. (A semester shall be defined as fifty percent (50%) of the days in the semester plus one (1) day.
7. In the event of the death of the object child of the leave, the leave will be terminated upon request of the teacher.
8. A teacher adopting or assuming guardianship of a child shall have a leave for a period of time consistent with the needs of the child and parents.

C. Public Office Leave

1. A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Any teacher who is granted such leave shall not receive experience, credit or other fringe benefits during the duration of the leave. Such leave shall be for a minimum of one (1) year and a maximum of two (2) years.
2. No teacher shall be laid off or transferred in order to rehire a teacher on said leave.

Article VIII, Unpaid Leaves, (con't):

D. Personal Leave

1. A leave of absence, without pay, may be granted upon application to tenure teachers at the end of the school year, or at other times at the discretion of the Board. A leave may be granted for the following purposes but is not limited to:
 - a. Care for family members suffering physical or emotional illness or disability.
2. The leave shall be for one (1) year and may be extended at the discretion of the Board. A teacher on a leave shall give written notice to the Superintendent, at least ninety (90) days prior to the expiration of the leave period, of the teacher's intent to return, resign or request an extension of his/her leave. In the event such notice is not received, the Board has the discretion to interpret this lack of notification as a resignation, provided the individual has been informed of such pending Board action sent to the employee's last known address.
3. Seniority shall accrue on any child care or family member leave.
4. Re-employment will be conditioned by the availability of an opening for which individuals are certified and qualified, in accordance with the definition of qualified as established in Article XVI, Section C.

E. Military Leave

1. Military leave will be granted in accordance with the applicable law to any teacher who enlists or is inducted into the military service of the United States of America.
2. Upon return from such leave, if the applicable law requires it, a teacher shall be placed at the same position on the salary schedule, and shall accrue seniority as he/she would have, had the teacher worked in the district during such period.

IX. ARTICLE IX, SABBATICAL LEAVE

Sabbatical leave may be granted to teachers subject to the approval of the Board of Education upon the recommendation of the Superintendent, when in their considered judgement the professional competence of the staff members and the general welfare of the school district will be beneficial.

Article IX, Sabbatical Leave, (con't):

Sabbatical leave is granted to teachers to permit them to improve their ability to render educational service to the district. Such improvement is usually achieved by formal study, research and/or writing and educational travel. Applications for other types of experiences shall be considered on their merits and may be approved by the Board upon recommendation of the Superintendent.

The provisions of sabbatical leave are authorized by, and shall be interpreted in accordance with Section 572, Michigan School Code of 1960, M.S.A. 15.1572 and any amendments thereto as follows:

- A. Any Board, after a teacher has been employed at least seven (7) consecutive years by said Board, and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any one time.

Provided, that the teacher holds a Permanent or Life Certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board; providing however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

- B. Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Board of Control of Public School Employee Retirement Funds.
- C. A teacher, upon return from a sabbatical leave, shall be restored to his/her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to Law.

In addition, a sabbatical leave shall be governed by the following terms and conditions.

1. No more than one (1) teacher may be granted leave during any fiscal year.
2. The period of leave shall not be less than one (1) semester.
3. A sabbatical leave, once granted, cannot be terminated before the date of expiration except as otherwise agreed upon by the Board of Education.

Article IX, Sabbatical Leave, (con't):

4. As a condition to receiving final approval, the applicant shall sign and file with the Secretary of the Board of Education a written agreement stipulating that he/she will remain in the employ of the New Haven Community Schools for a period of three (3) years after the expiration of said leave, or that failing to do so he/she shall repay within two (2) years of his/her date of termination of employment an amount of money which shall bear the same relation to the amount granted as the unexpired period of service bears to three (3) years.

This condition does not apply in cases wherein the person becomes incapacitated to work or in cases wherein the condition is waived by the Board of Education.

5. Compensation shall be one-half (1/2) of the contract salary he would receive if on active status for the period in which the leave is effective. This also applies to fringe benefits.
6. Payment of salary to a teacher on sabbatical leave shall be made in accordance with provisions for payment of salary to the rest of the staff. It shall be the responsibility of said teacher to notify the bookkeeper at least one (1) week before the first (1st) pay period of the effective period of leave as to the place to which his checks should be addressed.
7. The teacher on sabbatical leave shall notify the Superintendent within ten (10) days of an accident or the beginning of an illness.
8. The next regular salary increment shall be granted at the beginning of the next full year of school following return to service.
9. Sabbatical leave shall also serve as a leave without pay from all other school activities.
10. Any teacher granted sabbatical leave may be required to perform such services and to engage in such activities during said leave as the Superintendent, with the approval of the Board of Education, may agree upon in writing.
11. A teacher on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine the employee is fulfilling the agreement and all the requirements of said leave. In the event that the Superintendent finds that the teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall cease.

Article IX, Sabbatical Leave, (con't):

A teacher shall not be considered as having completed the requirements of said leave until a final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the approved program has been followed. When approved by the Superintendent, he/she shall transmit the final reports to the Board of Education.

12. Application for sabbatical leave shall be filed with the Superintendent not later than February 15 for a leave commencing the first semester of a school year, or September 15 for a leave beginning the second semester of a school year.
13. Applicants shall file with the application a detailed plan for the period of the leave. Said plan shall be on the prescribed form and shall be in accordance with the criteria listed on that form.
14. Within five (5) teacher duty days following the deadline for filing, the Superintendent shall refer all applications to a Review Committee composed of two (2) teachers appointed by the Association and one (1) administrator appointed by the Superintendent. They shall be governed by the following:
 - a. The Sabbatical Leave Committee shall make recommendations to the Superintendent concerning all applications. In recommending approval or disapproval, they shall consider the date of application, the purpose of the leave, the seniority of service in the school district, the professional growth of the applicant, the potential benefit to the school district, and any other factors deemed important.
 - b. The Sabbatical Leave Committee will forward its recommendations within fifteen (15) days after receipt of the applications.
15. The Superintendent shall notify all applicants as to the final disposition of the request by March 31 for leaves commencing the first semester and by October 3, for leaves commencing the second semester.
16. Applications approved for sabbatical leave shall be governed by the following:
 - a. Substantial changes in the approved program of said leave must be approved by the Superintendent.
 - b. An interim report shall be filed at the mid-point of the period for which said leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that said leave is being utilized in the approved manner.

Article IX, Sabbatical Leave, (con't):

SABBATICAL LEAVE

To the Secretary of the Board of Education:

I hereby agree that I will remain in the employ of the New Haven Community School District for a period of three (3) years after the expiration of the Sabbatical Leave described in the attached application. I understand that in the event that I fail to fulfill this agreement or violate any provision of the Policy on Sabbatical Leaves, I may become liable to forfeiture as described in Article IX, Policy 11-Sabbatical Leave of Absences, which portion reads as follows:

An employee on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent will find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall cease. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the program as presented by the applicant has been followed. When approved by the Superintendent, these final reports shall be transmitted to the Board of Education.

When an employee completes the planned program of the leave, but does not return to service in the New Haven Community School District, he/she shall within two (2) years repay to the Board of Education the amount received by him/her during the sabbatical leave. If an employee does not remain in the New Haven Community School District for three (3) years immediately following his/her sabbatical leave, he/she shall within two (2) years repay the Board of Education an amount of money which will bear the same relation to the amount granted as the unexpired period of service bears to three (3) years. This rule does not apply in cases wherein the person becomes incapacitated to work or in cases wherein the rule is waived by the Board of Education.

Signature

Date

A. ARTICLE X, VACANCIES AND ASSIGNMENTS

A. Hiring

1. Only fully certified, or teachers with annual authorization for Vocational Education, will be hired for regular teaching positions if at all possible.
2. Teachers will be hired by the Board as soon as possible after the occurrence of a vacancy. It is understood that no teaching assignment will be filled by a substitute or series of substitutes to replace a teacher on other than sick leave, for longer than five (5) consecutive weeks, except if the Board has had less than four (4) weeks notice of such impending vacancy, in which case eight (8) weeks will be allowed.
3. For the purposes of this agreement, a vacancy shall be defined as an unfilled assignment within the bargaining unit where a teacher is not expected to return; a position filled on a temporary basis during the previous year; a position created by a principal approved intra-building transfer; and a new position which may be created by the Board.

Vacancies shall be filled in accordance with Article XVI, E - relating to recall.

4. The Board will post all teaching vacancies with MEA-NEA LOCAL 1 and in each building for a period of no less than ten (10) days. No vacancy shall be filled until the end of the posting.
5. The Board recognizes the advantage of having certified and qualified teachers fill teaching vacancies that occur in the district. To that end the Board agrees to mail a copy of posted notice of openings or vacancies to the MEA-NEA Local 1 office. The Board further agrees to give consideration to all applicants.
6. Effective the 1996-97 school year, any teacher who has an interest in a position which may be created or become vacant during the summer shall notify the Superintendent in writing of his/her interest. Such notification shall be made by June 15 of each school year. The Superintendent will send only those particular postings to requesting teachers during the summer months.
7. Effective the 1996-97 school year, if a student requires homebound services, those services must first be offered to the teachers of that particular student. If none of the student's current teachers volunteer, then the posting period for homebound services shall be two (2) days.

Article X, Vacancies and Assignments, (con't):

B. Administrative Vacancies

1. The Board retains the sole discretion to fill administrative positions from within or outside the district.
2. A written request for an administrative position will be forwarded directly to the Superintendent of Schools with a copy forwarded to the Secretary of the Board.
3. The Board will post all administrative vacancies with MEA-NEA, Local 1 and in each building for a period of no less than ten (10) days. No vacancy shall be filled until the end of the posting.

C. Extra Curricular Positions

1. Whenever any vacancy in the extra curricular positions in the district shall occur, the Board shall post such vacancy with MEA-NEA Local 1 and in each building for a period of no less than ten (10) days. No vacancy shall be filled until the end of the posting.

D. Assignments

1. Teachers will be notified of their tentative programs for the coming school year, including schools to which they are assigned, the grades and/or subjects they will teach no later than July 15.
2. If it becomes necessary to change said assignments after July 15, and prior to the first day of school, the affected teacher will be notified as soon as possible. Such assignment will not be considered transfers.

E. Transfers

1. The Board retains the sole discretion to transfer or not transfer all teachers. When transfers are necessary all voluntary requests for transfers will be considered first (1st).
2. Transfers shall be defined as a change in work location, change in grade levels or subject areas. All voluntary requests for transfer will be considered before involuntary transfers are made.
 - a. Teachers desiring a transfer to a different building or assignment shall indicate, in writing, to the Superintendent, their request to transfer and reasons for said transfer. Such request shall be submitted annually or upon a posting of a vacancy.

Article X, Vacancies and Assignments, (con't):

a. (con't):

A response indicating whether the request for transfer has been approved or denied will be returned to the teacher involved as soon as possible. If a request for transfer has been denied, the reasons for the denial will be reported to the teacher involved upon written request of said teacher.

b. No assignment of a new teacher shall be made in a position until all pending requests for transfer relative to that position have been acted upon by granting or denying the request.

3. Involuntary transfers are defined as transfers to which the teacher does not agree.

4. If involuntary transfers are still necessary, such transfer will be made on the basis of the teacher with the required certification and qualifications and the lowest district wide seniority in one of the following categories, whichever is least disruptive to the educational process:

- a. Grade
- b. School
- c. Subject area

F. Bargaining Unit Work

1. No teacher shall be replaced by, or have their duties or responsibilities transferred to an aide or an administrator, except in cases of emergency. An emergency shall be unanticipated, short term absences.

XI. ARTICLE XI, TEACHER EVALUATIONS

A. At the beginning of the school year each teacher, tenure and non-tenure, being evaluated for that school year shall be informed by the evaluating administrator of the evaluation procedure and forms to be used.

B. All monitoring or observation of work performance of a teacher shall be conducted openly. "Video equipment will not be used in evaluations without teacher notice and approval. Other electronic equipment will not be used in evaluations without teacher notice." There will be teacher evaluations within the classroom situation. Each scheduled observation shall be conducted in person for a minimum of twenty (20) consecutive minutes. A teacher shall receive a copy of all written observations within two weeks following an observation and may meet with the administration to discuss the observation.

Article XI, Teacher Evaluations, (con't):

- C. In cases where there are negative comments regarding the teacher's performance, at the teacher's or administrator's written request, the teacher and the administrator shall meet within three (3) school days of such request to discuss the observation. If the teacher disagrees with the written observation, he/she may reply and have his/her comments attached to the observation.
- D. Any improper action or conduct by a teacher which is observed by an administrator will be brought to the attention of said teacher in order that he/she may make corrective measures. Should this teacher fail to take corrective measures, it shall be entered in his/her personnel file, in accordance with section H of this article.
- E. Each probationary teacher will be evaluated at least twice per semester. Each tenure teacher shall be evaluated at least once per year prior to April 30.
- F. A copy of the written evaluation shall be given to the teacher at least one (1) day prior to the conference between the building principal and the teacher. A representative of the Association at the teacher's request, may be present at this conference. One (1) copy of the evaluation shall be retained by the principal and one (1) copy shall be sent to the Superintendent.

In all written evaluations, if areas of concern are noted, the evaluation will include recommendations for remediation of same.
- G. Each teacher, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Administration Office. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- H. No material detrimental to the teacher may be placed in his/her file without providing the teacher opportunity to sign the material and file a response thereto (and) said response shall become a part of his/her file. The teacher's signature shall not be interpreted to mean agreement or disagreement with the content of the material.
- I. Records of a non-recurring negative nature, excluding evaluations, will be removed from a teacher's personnel file three (3) years after the date of entry. In order to be purged, the teacher must send written notice of the records to be removed. Files shall be purged immediately upon receipt of such notice, but in no case no later than three (3) days from the date of written notification. Requests for items to be purged shall not be included in the personnel file.

XII. ARTICLE XII, TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. Since the teacher's authority and effectiveness in the classroom is undermined when the students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Each teacher shall recognize his/her prime responsibility for the effective control and management of student behavior in his/her classroom. He/she shall recognize that effective teaching is the first line of defense in the prevention of discipline problems. He/she shall consider it his/her responsibility to utilize the resources available to him/her to help prevent behavior problems. Such resources include consultations with parents, his principal, counselors, the school social worker, when appropriate, etc.

A teacher shall not exclude students from classes unless and until resources available have been utilized. Prior to excluding students from his/her classes, he/she shall notify his/her principal, in writing, of his/her intent. Provided, however, the requirement of written notice shall not apply in cases where the conduct of the student is so disruptive that the continued presence of the student may be excluded and a teacher shall provide his/her principal or the principal's administrative designee a full report as soon as his/her duties allow but no later than the close of the day in which the incident occurred. The student will not be allowed to return to class until after a consultation by an administrator with the teacher. A conference between the teacher and the student and principal or the principal's administrative designee shall occur no later than two (2) days following the formal written report.

- C. Any case of assault upon a teacher during the school day or any school sponsored activity shall be promptly reported to the building principal, and a written report shall be submitted outlining in detail events leading up to the assault to the principal as soon as practicable.

The Board or its representative shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement officers.

- D. Any case of physical contact by a teacher upon a student shall be promptly reported to the building principal and a written report shall be submitted as soon as practicable.
- E. The Board will assist in every reasonable way, the apprehension and conviction of any person causing damage to, or destruction of the teacher's personal property while said teacher is on duty during the normal school day and school-related activities. Any personal loss to a teacher shall be discussed at the next monthly meeting of the New Haven Board of Education.

XV. ARTICLE XV, FRINGE BENEFITS

A. Insurance Coverage

For the duration of the contract, the Board will provide the teachers MESSA PAK Super Care I which provides the following coverages:

Plan A: For employees needing health insurance

Super Care I

Long Term Disability:

66 2/3%
\$2,500 maximum
90 Calendar days - Modified Fill
Freeze on Offsets
Alcohol/Drug & Mental/Nervous - Same
as any other illness

Delta Dental Plan:

80/80/80:\$1,300 or 50/50/50:\$1,000

Negotiated Life:

\$40,000 AD&D

Vision:

VSP 2

Plan B: For employees not needing health insurance

Long Term Disability:

66 2/3
\$2,500 Maximum
90 Calendar Days - Modified Fill
Freeze on Offsets
Alcohol/Drug & Mental/Nervous - Same
as any other illness

Delta Dental Plan:

100:90/90/90 :\$1,500 or 50/50/50:\$1,000

Negotiated Life:

\$60,000 AD&D

Dependent Life:

\$10,000 (Spouse) \$5,000 (Child(ren))

Vision Plan:

VSP-3

Article XV, Fringe Benefits, (con't):

A. (con't):

Upon showing evidence of payment of the \$50.00 (single)/\$100.00 (family) insurance deductible, employees shall be reimbursed by the Board.

B. Workers' Compensation

1. Teachers absent due to injury or disease or illness arising out of and in the course of their employment, which entitled them to receive Michigan Workers' Compensation Benefits, shall receive from the Board the following benefits:

- a. All rights as set forth in law for all work-connected injuries.
- b. Teachers may elect to use accumulated sick leave at the rate of the difference between the allowance paid under Workers' Compensation Benefits and their regular salary, computed on a daily basis for a period of time that funds from their accumulated sick leave bank will provide.
- c. Any time lost because of physical impairment, due to assault by a student resulting in inability to work, shall not be charged against the teacher, if determined by a physician. Maximum time coverage pertaining to this article shall be seventeen and one-half (17 1/2) working days for any one incident. If the Board requires a second opinion, refer to Article XIII.

C. Retirement Benefits

1. In appreciation for services to the school district, a retirement payment of thirty-five dollars (\$35.00) a year of service will be paid upon retirement, provided the employee shall have been employed in the school district for at least fifteen (15) years. In the alternative, teachers may elect to be paid for his/her unused sick days at the rate of fifty dollars (\$50.00) per unused sick day at the retirement.

D. Terminal Pay Benefits

1. Any tenured teacher who terminates his/her employment, whether by retirement or resignation and has at least fifty-one percent (51%) of his/her sick leave days accumulated, will receive a dollar amount equal to the current substitute teacher rate per day for each accumulated sick leave day as a terminal leave benefit.

Article XV, Fringe Benefits, (con't:

D. (con't):

It is further understood that any teacher who has reached the maximum of two hundred (200) days as provided in Article VII-B shall automatically qualify for this benefit regardless of whether this represents fifty-one percent (51%) of his/her accumulation or not.

This terminal pay benefit shall also apply to anyone employed as a school nurse, social worker, and/or school psychologist who completes two (2) years of service.

This paragraph shall not apply to persons who exercise the unused sick days alternative in paragraph C.

E. National Health Insurance Severability

1. If a national health insurance program is instituted by action of Congress or any government agency during the life of this Agreement, the parties hereto shall meet to renegotiate the appropriate provisions of Article XV.

F. Teachers employed on a part-time basis prior to June 1, 1984, shall receive full fringe benefits unless they have available to them another employer sponsored equivalent health benefit insurance program. Current part-time teachers with an available employer sponsored equivalent health benefit insurance program shall receive no health benefits from the New Haven Schools.

In lieu of the above mentioned health benefits these part time teachers shall receive a tax sheltered annuity at the rate of sixty percent (60%) of the single subscriber yearly health insurance premium.

(Available employer sponsored equivalent health benefits insurance program shall be defined as equivalent benefits paid by an employer outside the insureds immediate family).

Current full time bargaining unit members, reduced to part time status, shall receive coverage as described in the above paragraphs.

Teachers newly hired on a part-time basis after June 1, 1984, shall be eligible for group rate insurance benefits at a cost pro-rated on their percentage of employment. Example: A teacher working forty percent (40%) of full time shall be responsible to pay sixty percent (60%) of the group insurance rate.

Full time teachers who have insurance available through some entity other than the N.H.C.S. can elect to drop N.H.C.S. insurance and pick up an annuity at a rate of sixty percent (60%) - single subscriber health costs.

Article XV, Fringe Benefits, (con't):

- G. It is the teachers responsibility to contact the business office to report any changes in insurance related status by September 15. New teachers must apply for insurance by September 15. Teachers with subsequent status changes shall report the changes as soon as possible.
- H. The Board shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code upon ratification of this agreement. Said plan document shall be approved by the Association. To elect a tax deferred annuity as listed in Paragraph F above, the bargaining unit member shall enter into a salary reduction agreement under this plan. All costs relating to the implementation and administration of the plan shall be borne by the Board.

XVI. ARTICLE XVI, STAFF REDUCTIONS

- A. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified at least forty-five (45) calendar days prior to the reduction. The Board shall give written notice of layoff by sending a certified letter to said teacher at his/her last known address or by hand delivery of the notice to the teacher.
- B. Before official action on a reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association an opportunity to discuss it with the employer. The Association shall be provided a list of all members of the bargaining unit in seniority order thirty (30) calendar days after the beginning of each school year. Whenever possible the Board shall give the Association the names of teachers to be laid off at least ten (10) days prior to any layoff.
- C. In the event the Board finds it necessary to curtail programs for reasons including, but not limited to, a decrease in student population in the district or in a particular school, or a lack of sufficient operating revenues, the order of reduction in staff shall be as defined below. Curtailment of programs shall include the establishment of partial day sessions.
 - 1. Temporary Employee.
 - 2. Teachers with sub-standard certificates, according to seniority. If a position cannot be filled with a certified and qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained.
 - 3. Probationary teachers, according to seniority. If a position cannot be filled with a certified and qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained.

Article XVI, Staff Reduction, (con't):

C. (con't):

4. Tenure or continuing contract teachers according to seniority. If a position cannot be filled with a certified and qualified teacher, in accordance with seniority, a teacher with lower seniority may be retained. As used in this Agreement, the words "certified and qualified" shall mean: Teachers who have earned a Michigan Teaching Certificate in the required subject area and:

- a. Who hold a major or minor in a given subject area, or its equivalency in credit hours; or
- b. Who have two (2) years experience teaching in the subject area within the four (4) previous years preceding the proposed layoff and a minimum of ten (10) semester hours in the given subject area.

Teachers who do not meet the requirements of the C.4.a. above will be notified by the Superintendent or his/her designee of the necessity to upgrade their record by completion of one of the following options:

- D. In all cases, those courses, classes, seminars, or other appropriate educational training, including any method taken by a teacher to upgrade his/her record to meet the requirements for C.4a, approved by the Superintendent or his designee for enrollment by the teacher, tuition will be paid by the Board of Education. If a teacher's only possible assignment would necessitate him/her to attain an additional certification endorsement, the Board of Education shall grant release time for that teacher to complete his/her college requirements for the endorsement if a mandated course is only offered during the school day.
- E. Teachers whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district which they are certified and qualified according to seniority.

The Board shall give written notice of the recall from layoff by sending a registered letter or telegram to said teacher at his/her last known address. At the same time, the Board shall further notify the Association of the recall. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher.

Teachers recalled will have seven (7) calendar days from the date of the receipt of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond shall result in termination of all employee rights.

XVII. ARTICLE XVII, MISCELLANEOUS PROVISIONS

- A. The teachers and the Board, recognizing that the employment of a multi-racial staff is a common goal and that the parties must work toward improving the ratio of minority teachers in each of the buildings, agree to the following:
1. Teachers will recommend to other teachers, student teachers and intern teachers of minority groups to teach in the New Haven Community Schools.
 2. The Board agrees to utilize local resources and community contacts to publicize openings within minority groups.
 3. The Board retains the sole discretion to hire or not hire any applicant subject to the requirements of the Office of Economic Opportunity, the Michigan Civil Rights Commission and the Fair Employment Practices Commission.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.
- C. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and 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.
- D. The parties will apply the provisions of this Agreement without regard to religion, race, color, national origin, age, sex, height, weight, or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed within forty-five (45) days of the ratification and signing of this Agreement, and to all teachers hereafter employed, at or prior to the time of employment.

Additional copies of the Agreement may be purchased at cost by the Association from the Board of Education.

Article XVII, Miscellaneous Provisions, (con't):

- F. 1. During the life of this Agreement, the Association will not cause or permit its members to cause, nor will any member of the Association take part in a work stoppage. As used in this Agreement, the words "work stoppage" shall 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, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.
2. The Association shall have no liability under this article if they will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications or press media if requested by the employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties.
3. Members of the bargaining unit who violate this article shall be subject to disciplinary action, including discharge.
4. So long as no work stoppage occurs in violation of this article, the Board agrees they will not lock-out during the term of this contract.
- G. 1. It is the responsibility of each teacher to report his/her impending absence at or before 6:00 AM, except in cases of emergency.
2. Telephone number to call in case of absence:
(810) 725-3542
3. It is the responsibility of each teacher to call in or before the specified time, as indicated above, of their impending absence. It is understood by the parties that the failure by a teacher to fulfill this obligation may be grounds for discipline.
- H. 1. No teacher shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

Article XVII, Miscellaneous Provisions, (con't):

H. (con't):

2. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. 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 except in extenuating circumstances. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
 3. Any complaint/matter which is subject to the provisions and procedures of the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, 1937 of Michigan as amended, being MSA 15,1971, etc.) shall not be the basis of any grievance.
 4. When probationary teachers are notified of discharge, they will also be notified of their right to have a closed Board hearing on the merits of such action. The hearing may be held after official Board action on their dismissal, providing the hearing request is made within twenty (20) school days of official notification of discharge. If probationary teachers request a hearing, they will receive a written statement of the reasons their work performance was considered unsatisfactory, ten (10) school days in advance of the hearing. The decision of the Board regarding their possible reinstatement will be final and non-grievable.
- I.
1. The Board shall provide each teacher with a form so they may elect one of the following pay plans by the end of the opening day of school:
 - a. Twenty-one (21) pays
 - b. Twenty-six (26) pays
 - c. Twenty-six (26) pays with a lump sum pay out of checks #22 through #26 with the last regularly scheduled pay period in June.
 2. Changes in pay plans must be made by the end of the week preceding the first pay date of each school year. The pay plan elected may not be changed during the school year. It is understood that should any teacher not elect a pay plan, he/she will automatically be placed on the twenty-six (26) pay plan.
 3. All teachers who receive pay for special assignments shall be paid by a separate check, if possible.

Article XVII, Miscellaneous Provisions, (con't):

I. (con't):

4. Mileage payments will be paid monthly upon submission of the proper forms, on a monthly basis, and must be approved by the appropriate administrator prior to payment. Such payments shall be paid by separate check.

J. The Board will meet and confer with the Association regarding any forms of multi-district pre-kindergarten through grade twelve consortium whenever the bargaining unit will be adversely affected. At that time, both sides will meet and negotiate the impact upon association members.

K. Special Contract Conference - It is understood that problems of mutual concern may arise from time to time. Either party may request a conference to discuss such problems. Any request for such conference by the Association shall be made through the Superintendent of Schools. Any request for such a conference by the Board shall be made through the District Association President. The agenda shall be limited to the problems indicated on the request. The conference must be scheduled within five (5) school days.

Any issue that would result in changes and/or additions to this agreement shall be resolved by a Board representative, the District Association President, and the Chief Negotiator or designee of each bargaining team.

L. The district Curriculum Committee will consist of the district superintendent, building principals, the local association president, two teachers from each building appointed by the association president, and two parents from each building.

The purpose of the Curriculum Committee shall be:

1. To share information.
2. To coordinate curriculum programs.
3. To recommend to the Board of Education revisions or additions to the school district's curriculum.

M. New Teacher Mentors: A new teacher mentor as identified in Section 1526 of the School Code, MCLA 380.1526, shall perform the following duties and be subject to the following terms and conditions:

1. The purpose of the mentor is to provide a peer who can offer assistance, resources and information to a new teacher.
2. A bargaining unit member may refuse such assignment as a mentor.
3. The administration shall notify the Association when a mentor is matched with a new teacher (mentee).

Article XVII, Miscellaneous Provisions, (con't):

M. (con't):

4. In assigning a bargaining unit member as a mentor, consideration will be given to the bargaining member's area of certification and building.
 5. A mentor assignment shall be for a minimum of one semester at which time the assignment may be renewed.
 6. Neither the mentor nor mentee shall be permitted to participate in the evaluation of the other. Further, except in cases of misconduct, the mentor shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentee's work performance, and the mentee shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentor's work performance.
 7. The District shall provide reasonable release time to bargaining members acting as mentors.
 8. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular work day and year. However, satisfying such professional development requirements is the sole responsibility of the teacher.
 9. Bargaining unit members who serve as mentors shall receive a yearly stipend of four hundred (\$400) dollars (one-half of that amount for one semester).
 10. In hiring a mentor, the Board shall give first consideration to hiring tenured bargaining unit members; however, the Board may hire as a mentor retired teachers and/or retired administrators who possess(ed) a valid teaching certificate. Non-tenured bargaining unit members shall not be hired as mentors.
- N. If a public school academy is authorized by the District, and the teacher's contract is to apply to the academy pursuant to MCL 380.503(4), then any provision of an academy school contract as defined in MCL 380.503 (4) affecting the wages, hours, and working conditions of employment which is inconsistent with this agreement must have written approval of the Association prior to being adopted and/or implemented.

Bargaining unit members employed in a public school academy shall not be required to perform job duties and responsibilities different than regular District teachers in similar positions.

Article XVII, Miscellaneous Provisions, (con't):

In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such contract, the Board will so notify the Association prior to adoption or implementation to provide opportunity to negotiate its impact on the bargaining unit members.

XVIII. ARTICLE XVIII, CALENDAR

A. Length

The Association and the Board agree to a calendar of 183 teacher days and 180 students days per year. If the State requirements for minimum days and hours of pupil instruction change during the lifetime of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction. It is the intent of the parties that no additional days or hours of instruction will be scheduled other than the minimum required by the State.

B. Compliance with 1984 PA 239

In case of emergency school closing, the Board shall endeavor to notify radio stations not later than one (1) hour prior to the time the first teachers are due to report for work and use the teacher fanout system. In the event that pupil instructional days have been cancelled due to conditions not within the control of the Board, instructional days shall be rescheduled to comply with 1984 PA 239.

The Superintendent or his/her designee will endeavor to delay the start of a school day when possible. The Superintendent or his/her designee will determine, at his discretion, when a delayed start is warranted. Class schedules and duration of classes will be determined by the administration. In no event will classes end later than 3:45 P.M.

In order to make up cancelled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:

1. The last day of winter break.
2. If necessary the next to the the last day of winter break and continuing in descending order.
3. If additional days of instruction must be scheduled to insure compliance with 1984 PA 239 beyond those days specified above, then such days will be scheduled at the end of the school year and the last day of the school calendar shall be adjusted accordingly, (i.e., one half (1/2) day for students and one (1) full day for teachers).

Article XVIII, Calendar, (con't):

B-3, (con't):

The make up of instructional days shall only be undertaken as necessary for the school district to qualify for full state aid.

In the event that the Superintendent or his/her designee directs that school remain open on any of the scheduled days when less than the required number of students are present to receive full state aid, teachers will be paid prorated additional compensation for days in excess of one hundred eighty (180) days of student instruction.

If 1984 Pa 239 is modified or repealed so as not to require rescheduling of student days, this article shall be null and void.

- C. If rescheduling of parent-teacher conferences is necessary, the Superintendent and Association President will meet and discuss the rescheduling.
- D. School Calendars (see pages 48, 49).

1997-98 SCHOOL CALENDAR

Mon., Aug. 25	Teacher Day - All teachers report for work
Tues., Aug. 26	First Student Day - 1/2 day early release, PA-25
Fri., Aug. 29	Labor Day recess - No School
Mon., Sept. 1	Labor Day - No School
Tues., Sept. 2	Classes resume
Thurs., Oct. 16	PA-25 - District 1/2 day early release
Fri., Oct. 24	End of first marking period
Mon., Nov. 3	Upper Elementary Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Tues., Nov. 4	Upper Elementary Parent-Teacher Conferences 12:30-3:30 PM
Wed., Nov. 5	High School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Thurs., Nov. 6	Siefert School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Fri., Nov. 7	Siefert School Parent-Teacher Conferences 12:15-3:15 PM
Thurs., Nov. 13	PA-25 - District 1/2 day early release
Wed., Nov. 26	Last day of school before Thanksgiving. Students report in morning only - 1/2 day early release.
Nov. 27 - 28	Thanksgiving recess - No School
Mon., Dec 1	Classes resume
Fri., Dec. 19	Last day of school before Christmas Vacation. 1/2 day early release
Dec. 22-Jan. 2	Christmas Vacation - No School
Mon., Jan 5	Classes resume
Mon., Jan. 19	Martin Luther King Birthday - No School
Fri., Jan. 23	End of first semester - No School - Teacher record day
Mon., Jan. 26	Beginning of second semester
Thurs., Jan. 29	PA-25 - District 1/2 day early release
Mon., Feb. 16	Mid-winter break - No School
Tues., Feb. 17	Mid-winter break - No School
Wed., Feb. 18	Mid-winter break - No School
Thurs., Feb. 19	Classes resume
Thurs., Mar. 19	PA-25 - District 1/2 day early release
Fri., Mar. 27	End of third marking period
Thurs., Apr. 9	Last day of school before Easter Vacation - 1/2 day students report morning only
Apr. 10-Apr. 17	Easter Vacation - No School
Mon., Apr. 20	Classes resume
Tues., April 21	Siefert School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Wed., April 22	Siefert School Parent-Teacher Conferences 12:15-3:15 PM
Wed., April 22	High School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Thurs., April 23	Upper Elementary Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Fri., April 24	Upper Elementary Parent-Teacher Conferences 12:30-3:30 PM
Thurs., April 30	PA-25 - District 1/2 day early release
Thurs., May 21	PA-25 - District 1/2 day early release
Mon., May 25	Memorial Day - No School
Tues., June 9	Last day of school for students
Wed., June 10	Teacher work day - End of second semester

1998-99 Calendar

Mon.,	Aug. 24	Teacher Day - All teachers report for work
Tues.,	Aug. 25	First Student Day - 1/2 day early release - PA 25
Fri.,	Sept. 4	Labor Day recess - No School
Mon.,	Sept. 7	Labor Day - No School
Tues.,	Sept. 8	Classes resume
Thurs.,	Oct. 15	PA-25 - District 1/2 day early release
Fri.,	Oct. 23	End of first marking period
Mon.,	Nov. 2	Upper Elementary Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Tues.,	Nov. 3	Upper Elementary Parent-Teacher Conferences 12:30-3:30 PM
Wed.,	Nov. 4	High School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Thurs.,	Nov. 5	Siefert School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Fri.,	Nov. 6	Siefert School Parent-Teacher Conferences 12:15-3:15 PM
Thurs.,	Nov. 12	PA-25 - District 1/2 day early release
Wed.,	Nov. 25	Last day of school before Thanksgiving. Students report in morning only - 1/2 day early release.
Nov. 26 - 27		Thanksgiving recess - No School
Mon.,	Nov. 30	Classes resume
Fri.,	Dec., 18	Last day of school before Christmas Vacation- 1/2 day early release
Dec. 21-Jan. 1		Christmas Vacation - No School
Mon.,	Jan. 4	Classes resume
Mon.,	Jan. 18	Martin Luther King Birthday - No School
Fri.,	Jan. 22	End of first semester-No School-Teacher record day
Mon.,	Jan. 25	Beginning of second semester
Thurs.,	Jan. 28	PA-25 - District 1/2 day early release
Mon.,	Feb 15	Mid-winter break - No School
Tues.,	Feb. 16	Mid-winter break - No School
Wed.,	Feb. 17	Mid-winter break - No School
Thurs.,	Feb. 18	Classes resume
Fri.,	Mar. 26	End of third marking period
Thurs.,	April 1	Last day of school before Easter Vacation - 1/2 day-Students report morning only
April 2-April 9		Easter Vacation - No School
Mon.,	April 12	Classes resume
Tues.,	April 13	Siefert School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Wed.,	April 14	Siefert School Parent-Teacher Conferences 12:15-3:15 PM
Wed.,	April 14	High School Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Thurs.,	April 15	Upper Elementary Parent-Teacher Conferences 1:00-4:00 PM 6:00-9:00 PM
Fri.,	April 16	Upper Elementary Parent-Teacher Conferences 12:30-3:30 PM
Thurs.,	April 29	PA-25 - District 1/2 day early release
Mon.,	May 31	Memorial Day - No School
Tues.,	June 8	Last day of school for students
Wed.,	June 9	Teacher work day - End of second semester

RY SCHEDULE 1997-1998
(2.5% Above 96-97 Base)

NEW HAVEN COMMUNITY SCHOOLS
Non Degree Lane Re-established at 85% of BA Lane)

PS NON DEGREE	BA	BA+20	MA	MA+30	SPEC	DR
\$22,923	\$26,969	\$29,881	\$30,466	\$31,129	\$31,794	\$32,498
\$24,232	\$28,508	\$31,480	\$32,075	\$32,752	\$33,434	\$34,125
\$25,647	\$30,173	\$33,162	\$33,770	\$34,450	\$35,124	\$35,818
\$27,316	\$32,137	\$35,192	\$35,806	\$36,497	\$37,176	\$37,874
\$28,746	\$33,819	\$36,904	\$37,523	\$38,204	\$38,893	\$39,592
\$30,246	\$35,584	\$38,709	\$39,330	\$40,012	\$40,700	\$41,395
\$31,980	\$37,624	\$40,799	\$41,434	\$42,124	\$42,855	\$43,549
\$33,422	\$39,320	\$42,536	\$43,168	\$43,861	\$44,564	\$45,253
\$34,867	\$41,021	\$44,249	\$44,906	\$45,602	\$46,290	\$46,987
\$39,175	\$46,088	\$50,358	\$51,496	\$52,182	\$52,879	\$53,569

RY SCHEDULE 1998-1999
(2.0% Above 97-98 Base)

NEW HAVEN COMMUNITY SCHOOLS
(Non Degree Lane equal 85% of BA Lane)

PS NON DEGREE	BA	BA+20	MA	MA+30	SPEC	DR
\$23,382	\$27,508	\$30,478	\$31,075	\$31,752	\$32,430	\$33,148
\$24,717	\$29,078	\$32,109	\$32,717	\$33,407	\$34,103	\$34,808
\$26,160	\$30,776	\$33,825	\$34,445	\$35,139	\$35,826	\$36,534
\$27,863	\$32,780	\$35,896	\$36,522	\$37,227	\$37,919	\$38,631
\$29,321	\$34,495	\$37,642	\$38,274	\$38,968	\$39,670	\$40,383
\$30,851	\$36,296	\$39,483	\$40,117	\$40,812	\$41,514	\$42,223
\$32,620	\$38,376	\$41,615	\$42,262	\$42,967	\$43,712	\$44,420
\$34,090	\$40,106	\$43,387	\$44,031	\$44,738	\$45,455	\$46,158
\$35,565	\$41,841	\$45,134	\$45,804	\$46,514	\$47,216	\$47,927
\$39,958	\$47,010	\$51,365	\$52,526	\$53,225	\$53,936	\$54,640

XIX. ARTICLE XIX, COLA, Salary Agreement, Salary Schedule

A. Cost-of-Living Adjustment

1. The cost-of-living adjustment of this Agreement shall be inoperative and shall be abated for the 1997-98 and 1998-99 school years in lieu of the following salary agreement.

B. 1997-98 and 1998-99 Salary Agreement

1. Yearly longevity payments will be made in a lump sum no later than the first pay period in June. Each yearly payment will be made as specified in the schedule below:

11th through 14th year.\$ 675.00
15th through 19th year.\$ 775.00
20th through 24th year.\$ 975.00
25th year\$1,275.00

- C. Salary Schedule (see page 50): The 1997-98 salary schedule will be a two and one-half percent (2 1/2%) increase over the previous salary schedule. The 1998-99 salary schedule will be a two percent (2%) increase over the previous salary schedule. A non-degree salary lane will be established at a rate of eighty-five percent (85%) of each step of the BA salary lane.

D. General

1. Proration

- a. In the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be prorated based upon a ratio of the number of work days such teacher worked to one hundred eighty-three (183) work days multiplied by the cost-of-living adjustment.

2. Consumer Price Index Information

- a. In the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local 1 agree to meet for the purpose of negotiating the terms of this cost-of-living adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor Statistics is delayed for reasons beyond the control of the district, payment of the cost-of-living adjustment shall be made as soon as possible following the receipt of such information.

Article XIX, Cola, Salary Agreement, Salary Schedule, (con't):

E. Salary 1997-98, 1998-99

1. Starting with the 1985-86 school year, a teacher employed after the end of the first semester shall move to the next experience step on the salary schedule at the time of his/her anniversary date of hire. This language shall not apply to teachers hired before October 15, 1985.
2. The salary of every teacher shall be determined by his/her position on this salary schedule based upon his/her professional training, teaching experience and length of service in this system.
3. Teaching experience outside this school system may be allowed at full credit up to a maximum of ten (10) years on the salary schedule.
4. Adjustments for the BA+20, MA, MA+30, Specialist or equivalent, and Doctorate semester hours, will be made twice a year, before school begins and at the end of the first semester of school. Satisfactory proof must be submitted by September 15th and February 1st in the Board of Education office.
5. No credit will be given for hours beyond the B.A. degree unless the hours are in a planned work of study. This is to be effective as of 9-1-74. All present employees who have earned credit previous to this Agreement will be grandfathered in, and will not lose their position on the salary schedule.
6. On Specialist lane - proof of being on an approved Doctorate (Education program which includes work equal to the minimum requirements for a Specialist Degree), must be presented in lieu of the Specialist Degree.
7. A teacher's daily salary shall be determined by dividing his/her annual salary by one hundred eighty-three (183) days.
8. A teacher's weekly salary shall be determined by multiplying his/her daily salary by five (5).
9. Compensation for additional periods taught by secondary teachers shall be determined by dividing their annual salary by one hundred eighty-three (183) and dividing that result by the number of periods in the normal daily schedule, seven (7). This amount shall be added to their regular compensation.

Article XIX, Salary Agreement, Salary Schedule, (con't):

E. (con't):

Example

\$21,934 (annual amount) divided by 183 (days) =
\$119.86

divided by 7 periods = \$17.12 per period per day
x 183 days or \$3,132.96 for the year

Teachers teaching eight (8) periods instead of seven (7) would receive an adjusted annual contract of \$21,934 plus \$3,132.96 = \$25,066.96

10. Compensation for secondary teachers teaching less than a full day shall be determined by dividing the appropriate step on the salary schedule, assuming this teacher had taught full time, by one hundred eighty-three (183) and dividing that result by the number of periods in the normal schedule, seven (7). This amount shall be multiplied by the number of periods in the normal daily schedule, seven (7) and finally by the number of days, which shall be one hundred eighty-three (183) days for a year.

Example

Regular Step: \$15,390

\$15,390 divided by 183 (days) = \$ 84.10

\$ 84.10 divided by 7 (periods)=\$ 12.01\$ \$ 12.01
times 3 (periods) = \$ 36.03
(example assuming half schedule)

\$ 36.03 times 183 (days) \$ 6,593.49

11. The parties agree prior to ratification to verify all mathematical computations. All equations that end in .49 or less will be dropped and all equations that end in .50 or above will be raised to the next dollar.
12. If any salary/wage or benefit provision of this Agreement is nullified or modified by any action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.
13. Teachers of vocational/technology classes offered either at the High School or at the Trade Academy will have their compensation prorated, either increased or decreased, according to the amount of their student contact time compared to the amount of student contact time for a regular education teacher at the High School.

XX. ARTICLE XX, COMPENSATION - SPECIAL ASSIGNMENT

The positions listed here are not tenure positions. Any or all positions may be discontinued. Any position filled and the program put into operation will continue to operate until such functions are completed on a seasonal basis. Any person employed in any coaching assignment, unless notified otherwise by June 30th, shall continue in that assignment for another school year. Payment will be made upon submittal of a requisition, after completion of that specific function, with the exception of Driver's Education. If the Board determines to offer a sport, the Board shall establish the minimum number of participants needed for each sport. If a sport has less than the number of required participants, the Board of Education may eliminate the sport for that season or combine two teams together with an appropriate negotiated stipend.

It is hereby agreed that during this Agreement it will be the policy of the Board of Education to evaluate the performance of each coach and give this evaluation in writing before the end of the academic year. The Board retains all rights to hire and fire coaching personnel. The Board has the option to hire bargaining unit members or non-bargaining unit members into coaching positions. Two consecutive years of unsatisfactory evaluations shall be cause for termination from any coaching position. The substance of coaching evaluations shall not be subject to the grievance procedure. Subsequent to the postings for the 1994-95 year, any positions which are vacant or are filled by non-bargaining unit personnel shall be posted annually. Coaching positions that have been posted for four (4) consecutive years and filled by the same non-bargaining unit person will only have to be posted at the discretion of the Board.

The percentage listed after the position will be applied to the BA scale times the years of experience of the coach in the particular sport, up to eight (8) years and in the case of class advisors, grades 9-12. Such coaching credit will not be limited to experience in one sport, but will be interchangeable. For purposes of this article the following salary schedule will be used for the duration of this contract:

Step 1	-	\$24,546
Step 2	-	\$25,947
Step 3	-	\$27,462
Step 4	-	\$29,249
Step 5	-	\$30,780
Step 6	-	\$32,387
Step 7	-	\$34,243
Step 8	-	\$35,787

A. Football

1.	Varsity Head Coach	11.5%
2.	Varsity Assistant Coach	9.5%
3.	Junior Varsity Coach	9.0%
4.	Assistant Jr. Varsity Coach	6.5%
5.	Freshman Coach	6.0%
6.	7th-8th Grade Coach	5.5%

Article XX, Compensation, Special Assignment, (con't):

B.	Basketball		
	1.	Varsity Head Coach	11.5%
	2.	Junior Varsity Coach	10.0%
	3.	Freshman Coach	7.0%
	4.	8th Grade Coach	6.0%
	5.	7th Grade Coach	6.0%
C.	Track		
	1.	Varsity Head Coach	11.5%
	2.	7th-8th Grade Coach	6.0%
D.	Baseball		
	1.	Varsity Head Coach	11.5%
	2.	Junior Varsity Coach	6.5%
	3.	7th-8th Grade Coach	5.5%
E.	Golf		
	1.	Varsity Head Coach	6.0%
F.	Cross Country		
	1.	Varsity Head Coach	6.0%
G.	Tennis		
	1.	Varsity Head Coach	6.0%
H.	Wrestling		
	1.	Varsity Head Coach	6.0%
I.	Volleyball		
	1.	Varsity Head Coach	11.5%
	2.	Junior Varsity Coach	6.0%
	3.	7th - 8th Grade Coach	3.0%
J.	Cheerleader Advisor		
	1.	Head Varsity	3.5%
	2.	Assistant Varsity	3.0%
	3.	Junior High	2.5%

Salaries for Girls Varsity and Junior Varsity sports are to be contingent to comparable scheduling. Formula to be used "Salary divided by number of scheduled games equals pay per scheduled game."

Article XX, Compensation, Special Assignment, (con't):

K. Other Special Assignments

1.	Senior Advisor	4.5%
2.	Junior Advisor	3.0%
3.	Sophomore Advisor	2.0%
4.	Freshman Advisor	2.0%
5.	Yearbook Advisor	3.5%
6.	School Newspaper	3.5%
7.	Senior Play Advisor	3.0%
8.	Junior Play Advisor	3.0%
9.	Honor Society	2.0%
10.	Student Council Advisor	3.5%
11.	BOEC Advisor	4.0%

Class advisors will receive experience credit for each year served as an advisor, regardless of grade level.

L. Driver's Education

1. The hourly rate will be \$11.00.
(The hours are to be submitted every two (2) weeks to be paid in normal pay check)

M. Instrumental/Vocal Music

1.	Head Director	9.0%
2.	Vocal Music	5.5%

If a teacher teaches both instrumental and vocal music, he/she shall only receive the 9.0% supplemental salary.

Instrumental and high school vocal music teachers will have their event schedule into the building principal no later than two (2) weeks after the start of school. Note: Percentage to be included in contract.

N. Homebound Teacher \$11.00 per hour

O. Assertive Discipline Position \$11.00 per hour

P. Attendance Incentive

1.	0 Sick days off	\$225.00
2.	1 Sick day off	\$125.00
3.	2 Sick days off	\$ 75.00

Teachers whose assignments involve personal use of their cars will be reimbursed at the same rate as administrators.

Article XX, Compensation, Special Assignment, (con't):

Q. **Compensatory Days:** Any teacher who volunteers for and completes thirty (30) minutes of additional supervision each student day shall receive one (1) compensatory day for every twenty (20) days of supervision. It is understood that these days may not be taken on any non-student days. Compensatory days must be used within sixty (60) calendar days of being earned or at the teacher's option at the end of each semester he/she may be paid the current school district substitute teacher daily rate for each compensatory day. If more teachers volunteer than are needed, the building administrator will develop an equal rotating schedule for the supervision. There will be no other additional compensation time authorized outside of this Article. No compensatory day may be carried over to the next school year, and cannot be used for more than two (2) consecutive work days.

R. **Coordinators:**

1. Athletic Coordinator will be paid a supplemental salary of 5.5% of that teachers salary. He/she will also receive 1/7th of his/her salary in lieu of released period when teaching a full day.
2. Special Education Coordinator will be paid a supplemental salary of 5.5% of that teachers salary. He/she will also receive 1/7th of his/her teaching salary in lieu of a released period when teaching a full day.
3. Vocational Education Coordinator will receive a supplemental salary of 5.5% of that teachers salary when teaching a full day.

XXI. ARTICLE XXI, COMMUNICABLE DISEASE

A. In the event the Board of Education authorizes the development or subsequent revision of Board policies with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to negotiate on said policies as they impact on the working conditions and health and safety of bargaining unit members.

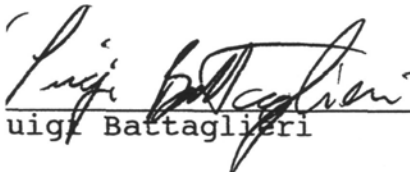
XXII. ADDENDUM TO THE 1996-97 CONTRACT: During the 1996-97 school year, representatives of the Board and Association will meet to review the possibility of the development of a severance incentive. This committee will report its results to both parties by March 1, 1997. Any proposal can only be implemented if ratified by both parties.


XXIII. ARTICLE XXIII, DURATION OF AGREEMENT

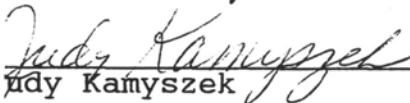
- A. This Agreement shall be effective as of September 1, 1997 and shall continue in effect through the 31st day of August, 1999. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. If either party desires to modify or change this Agreement, it shall, at least sixty (60) days prior to September 1, 1999, give written notice of the desire to change this Agreement.
- C. This is the entire Agreement between the parties and it cannot be added to or deleted from without the written consent of both parties.
- D. Pursuant to this article, the parties agree to extend the NHEA Agreement, with the amendments noted, through the 31st day of August, 1999. It is expressly understood the contract shall expire on that date.


MEA-NEA LOCAL 1

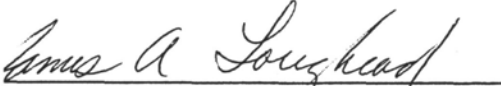
BOARD OF EDUCATION
NEW HAVEN COMMUNITY SCHOOLS

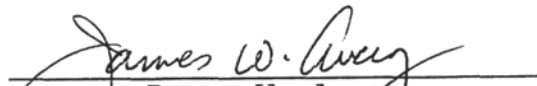

Luigi Battaglieri


Kenneth B. Thompson, II,
President

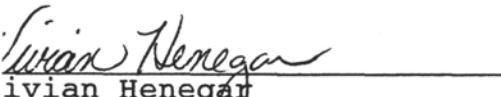

Judy Kamyszek


James Goike, Secretary


James A. Loughead


James W. Avery
Superintendent of Schools


Alice Daniels


Vivian Henegar


Michele Curtis


James F. Munroe

APPENDIX A

If any other company is chosen then specification for life insurance will be based on Equitable.

LIFE INSURANCE

Death Benefit

In the event of your death from any cause, the amount of your life insurance as determined in accordance with the Schedule of Benefits, is payable to your beneficiary in a single sum or, if you desire, in installments. You may, at any time, change your beneficiary or the method of benefit payment to a payment plan then being offered by the Equitable, by means of a written notice to the Equitable. If you do not elect a method of benefit payment, your beneficiary may do so after your death. Your beneficiary may, after your death, designate a person to receive any amount, which, in the event of your beneficiary's death, would otherwise be payable to your beneficiary's estate.

Protection After Termination

If you leave school employment or cease to be a member of an eligible class, your Group Life protection continues for thirty-one (31) days. During this period you can convert your Group Life Insurance without medical examination to Equitable Individual Life Insurance as explained in your Certificate.

NOTE: If a benefit becomes payable under the Group Policy after you have converted your Group Life Insurance to Individual Life Insurance, any amount paid as a death benefit under the individual policy will be considered as a payment toward the amount of the benefit payable under the Group Policy. Any premiums paid under the individual policy will be refunded to the beneficiary thereunder upon surrender of the policy.

Protection While Disabled

If your active employment is terminated before you reach age sixty (60) and after the effective day of your insurance because of total disability from bodily injury or disease which prevents you from engaging in any occupation for compensation or profit, and if your employer ceases premium payments for your insurance, your Group Life Insurance protection will be extended at no cost to you up to the first (1st) anniversary of the date premium payments stop as long as you remain totally disabled. Your protection may be extended further, if proof of your continued total disability is submitted to the Equitable three (3) months prior to each anniversary of the date premium payments stop.

The amount of your insurance protection while you are so disabled will be the amount for which you were last insured under the Group Life Insurance Plan prior to your discontinuance of active work. This amount will be subject to the same deductions which would have applied to your insurance if you had not become disabled

Appendix A, (con't):

Proof that you remained totally disabled until death must be submitted to the Equitable within one (1) year after the date of your death. Upon receipt of that proof, the Equitable will pay to your beneficiary the amount of your insurance protection reduced by any amount of Group Life Insurance payable as a death benefit under any other provision of the Group Policy.

Contact your employer for forms for filing proof of your total disability within six months following cessation of employment.

The Equitable will have the right to have its medical representative examine you when it may reasonably require, but after your Group Life Insurance protection has been extended for two (2) full years, not more than once a year.

This protection will be discontinued when you are no longer so disabled, fail to submit to an examination or fail to furnish required proof. You will have the same rights on the date of the discontinuance as those described above in "Protection After Termination", unless you become insured again under the Group Insurance Plan.

If you have converted your Group Life Insurance, the individual policy must be surrendered to the Equitable when proof of your total disability is first submitted. Any premiums paid under the individual policy will be returned.

APPENDIX B - LETTER OF UNDERSTANDING

Annexation, Consolidation, Reorganization

No bargaining unit member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing agreement as a result of voluntary action by the Board of Education to agree to any annexation, consolidation, or other reorganization.

IEA/NEA LOCAL 1

Ligi Battaglieri
Ligi Battaglieri

James F. Munroe
James Munroe

Judy Kamyszek
Judy Kamyszek, NHEA President

BOARD OF EDUCATION
NEW HAVEN COMMUNITY SCHOOLS

Kenneth B. Thompson, II
Kenneth B. Thompson, II
President

James Goike
James Goike, Secretary

James W. Avery
James Avery, Superintendent

APPENDIX C - LETTER OF UNDERSTANDING

Posting/Appointment of Coaches

In resolution of pending grievances #15 and #16, the Board may post coaching positions for the 1994-95 school year. If the Board fails to appoint a bargaining unit member into a coaching position who served in the same position in 1993-94, the Board shall pay the member the coaching stipend paid to the member for coaching said sport in 1993-94.

IEA/NEA LOCAL 1

Ligi Battaglieri
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James F. Munroe
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Judy Kamyszek
Judy Kamyszek, NHEA President

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