

CENTER LINE PUBLIC SCHOOLS

26400 Arsenal

Center Line, MI 48015

MASTER AGREEMENT

BETWEEN THE

CENTER LINE BOARD OF EDUCATION

AND

MEA/NEA LOCAL 1

FOR THE

CENTER LINE EDUCATION ASSOCIATION

LABOR AND INDUSTRIAL RELATIONS LIBRARY

1997 - 1998 1998 - 1999

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Agreement Between the Board of Education of Center Line Public Schools and MEA-NEA Local 1

WHEREAS, the Board of Education of the Center Line Public Schools has been offered good and sufficient evidence that it is the desire of the majority of the teaching staff to be represented by MEA-NEA Local 1; and further, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel in matters of hours, wages, and other terms and conditions of employment; and

WHEREAS, said Board of Education has formally recognized MEA-NEA Local 1 as exclusive bargaining representative of the teaching staff as designated below; and

WHEREAS, the Board of Education of the Center Line Public Schools and MEA-NEA Local 1 recognize and declare that providing a quality education for the children of the Center Line Public Schools is their mutual aim; and

WHEREAS, the members of the teaching profession are particularly qualified to recommend to the Administration and Board policies and programs designed to improve educational standards:

THEREFORE, the parties agree as tollows:

Section 1. BASIC CONTRACT AGREEMENT

1.1 Definitions

Board: The Board of Education of the Center Line Public Schools.

Association: MEA-NEA Local 1, which is affiliated with the Michigan Education Association and the National Education Association.

District: The territory officially designated as the Center Line Public Schools.

Teacher: With qualifying designations--any person represented by MEA-NEA Local 1, CLEA, in this Agreement.

Principal: The person responsible for the administration and supervision of a single school building.

Superintendent: The person responsible for the administration of all the schools in the District, or any person to whom he/she may delegate authority in a particular situation.

1.2 Basic Agreement

- A. The Board agrees that its rules and regulations governing employees' conduct will be reasonable and enforcement of discipline will be fair. No teacher shall be disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage without just cause.
- B. In all cases regarding teacher discipline, due process safeguards will be exercised.
- C. Teachers will faithfully perform their assigned duties in a professional and efficient manner under the terms of this contract.

- D. The Board will compensate teachers according to the attached schedule for their services to the District.
- E. All areas of this Agreement, unless specifically noted otherwise, shall apply to all teachers.
- F. A time after working hours shall be reserved for a monthly meeting of representatives of the Board and the Association to discuss matters of mutual concern. The meetings will be held upon agreement of a mutually-accepted agenda. The agenda should be agreed to by the Friday preceding the requested meeting date. These meetings are not intended to by-pass the grievance procedure.

1.3 Recognition

- A. The Association recognizes the Board as the elected representative of the people of the District, as the employer of all personnel on the payroll of the District, and that under state law it is charged with the general management of the schools.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual, the Association, or their representative 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. The Association will be given the opportunity to be present as such adjustment.
- C. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel whose position with the District requires a valid teaching certificate, employed or to be employed by the Board (whether or not assigned to a public school building and including employment in the Center Line/Warren Woods Special Needs Program when a Center Line teacher is assigned to the Program), but excluding those with the title of Superintendent, Business Manager, Director of Elementary Education, Director of Special Education, Principal, Assistant Principal, Director of Vocational Education, Maintenance Supervisor, Transportation Supervisor, Supervisor of Food Services, and any other which in the future may be determined to be excluded under the law.
- D. Nothing contained herein shall be construed to deny or restrict any rights a member of the Association may have under the laws of the State of Michigan and the United States of America.

1.4 Association Dues

- A. The Board agrees to deduct United Association dues from the pay of those teachers who individually request in writing that such deductions be made. Deductions will be made in twenty (20) equal and consecutive installments beginning with the second pay in September. The aggregate of deductions made in each pay will be remitted at that time to the treasurer of the Association.
- B. Any teacher who is not a member of the association in good standing or who does not make application for membership within thirty (30) days from the date of the commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, MEA, and NEA. The non-member teacher may authorize payroll deductions for such fee in the same manner as the member teacher.

- C. The Association agrees to advise the Board of those teachers who have not complied with the fee payment.
- D. In the event that a teacher shall not pay such fee directly to the Association or authorize payroll deductions, the Board shall immediately notify the teacher that he/she has sixty (60) days additional to comply with Item B above or to file suit to prevent his/her discharge. While the suit is in litigation, he/she shall not be dismissed. If he/she fails to comply after a total of ninety (90) nonconsecutive days from the commencement of his/her teaching duties, and if no suit is in litigation, such failure is just and reasonable cause for dismissal and he/she shall be discharged at the end of the semester or of the marking period.
- E. Under the Association's established procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures," if any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her under the article, such person may present such objection under that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the fee or any portion thereof pending final determination under the policy. The remedies set forth in the policy shall be exclusive, and unless and until such procedures, including any judicial review, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.
- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher and make appropriate remittance for any Board-authorized annuities, the Warren Schools Credit Union, savings bonds, Board-approved charitable donations, and union dues, including MEA-NEA PAC. Dues authorization for MEA-NEA, including PAC, will be submitted annually. Other contributions will be considered by the Board of Education on their individual merit.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise by reason of the Board's complying with the provisions of this article.

1.5 Grievance Procedure

A. Definitions

Grievance: A claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by a misinterpretation or inequitable application of established law, Board policy, or the terms of this Agreement.

Party in Interest: The person or persons making a claim (complaint) and any person or persons who might be required to take action or against whom action might be taken to resolve the problem.

Days: When used in this section, days shall mean business days excluding summer.

The first day of the 30-day limit for a Board of Education decision at Level Four of the Grievance Procedure shall be the Wednesday immediately following receipt of the grievance notification letters in the Administration Building.

B. Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher to discuss informally any matter of mutual concern or interest with an appropriate member of the Administration.

C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

In the event a grievance is filed after May 15 of any year, the Board and the Association shall use reasonable efforts to process such grievance prior to the next school year.

If the grievant does not process the grievance to Level Two, or Level Three, or Level Four, or Level Five, within the prescribed time period, the grievance shall be considered settled on the basis of the answer at the last previous level, as the case may be.

D. When a grievance involving more than one building arises, the grievance shall be channeled to the Superintendent.

E. Levels of the Grievance Procedure:

1. Level One

A teacher with a grievance shall notify his/her immediate supervisor or principal within twenty-five (25) days of its occurrence or from the time the grievant knew or should have known of its occurrence. Discussion of the complaint shall be within five (5) days of notification, individually, together with his/her Association representative, or through the Association representative. A written copy describing the grievance shall be given to the supervisor or principal for his/her records prior to or during the discussion at Level One. An Association representative will assist in writing the grievance.

2. Level Two

In the event the grievant is not satisfied with the disposition of the grievance at Level One, or if the grievant does not receive an answer within five (5) days of the meeting to discuss the grievance, he/she may, within ten (10) days, submit the grievance to the Association for screening. At the same time, notice shall be given to the supervisor that Level Two is being invoked. The Association shall have thirty (30) days to determine if the grievance has merit.

3. Level Three

The grievant may submit the grievance to the Superintendent within ten (10) days of the completion of Level Two action. Within ten (10) days from receipt of the grievance by the Superintendent, he/she shall meet with the Association in an effort to resolve the grievance.

The Superintendent will provide a written answer to the Association and grievant within ten (10) days of the meeting.

4. Level Four

In the event the grievant is not satisfied with the Superintendent's answer, or if no decision has been rendered within ten (10) days of the meeting with the Superintendent, the grievant may submit the grievance to the Board of Education within ten (10) days following the receipt of the unsatisfactory answer at the preceding level or from the expiration of the ten (10) days given for an answer. The Board shall, within thirty (30) days from submission of the grievance, provide a written decision on the grievance.

5. Level Five

- a. In the event a grievance is not resolved at Level Four, or if no disposition has been made within the period above provided, the grievance may be mediated according to state law and/or submitted to arbitration before an impartial arbitrator within twenty-five (25) days following completion of the procedures at Level Four. The Association must give the District simultaneous notice of the appeal at the time they invoke the arbitration/mediation authority. The arbiter shall be selected by the American Arbitrator Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- b. The fees and expenses of the arbitrator shall be paid jointly by the parties.
- c. No judgment shall be awarded prior to the date of the grievance.
- d. In the event the Association decides that the grievance does not have merit to proceed to arbitration, the grievant may not utilize the grievance procedure any further. However, nothing contained herein shall be construed as limiting the right of the grievant to pursue any or all other legal recourses from that point with the exclusion of arbitration.
- F. The parties shall be guaranteed the right to produce such witnesses as are necessary to present their respective cases. The days used by teachers will be accounted for under the terms of Section 2.1, C., D.

G. Miscellaneous

- A grievance may be withdrawn at any level without prejudice of record. However, if in
 the judgment of the Association Grievance Committee the grievance affects a group of
 teachers, the Association Grievance Committee may process the grievance at the
 appropriate level.
- Decisions (answers) rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
- 3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.

- 4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- 5. Forms for filing and processing grievances shall be available from the Association Grievance Chairperson and designated Association representatives in a manner to be determined by the Association. The design of the grievance form will be by mutual consent of the Superintendent and the Association.
- A grievant may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Association.
- Processing of grievances shall be done at appropriate times and places so that all parties in interest will continue to perform their regular duties and classes will be continued on a regular schedule.

Section 2. EMPLOYMENT RELATIONS

2.1 Association Rights and Privileges

- A. The Association and its committees shall be allowed the reasonable use of school buildings for meetings. Times and places of Association meetings shall be reserved with building principals or their offices. Association meetings will not be monitored.
- B. Notices of meetings, social events, and matters of general information from the Michigan Education Association and the National Education Association may be posted in teachers's lounges or other mutually agreed upon areas and school offices. Reasonable use of office telephones for local calls and use of the interschool mail service for Association business are also permitted.
- C. The Association shall be credited with thirty-two (32) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than twenty-four (24) hours in advance of taking such days.
- D. The Association may purchase any number of additional days from the Board of Education for Association business at the cost of a regular substitute. It is agreed that the use of these days will not permit one individual's program to be excessively interrupted. Request for use of these days shall normally be made in writing to the Superintendent by the Association president at least twenty-four (24) hours before the day is to be used.
- E. The Association may purchase at direct Board cost three-fifths (3/5) of the time of the Association president, who shall be released from that portion of his/her normal duties during his/her term of office. The Board will provide a replacement for the above portion of time to take over the president's normal duties during his/her term of office. The Association president will confine the Association business to purchased time.
- F. At the beginning of every school year, a bank of 175 days shall be credited to be used for the teachers' professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conference, workshop or seminar.

- G. Bargaining unit members will be given the first opportunity to fill extra-curricular bargaining unit positions for which they are qualified. Extra-curricular positions unfilled by bargaining unit members will be offered to non-bargaining unit members. Positions filled by non-bargaining unit members will be posted upon vacancy.
- H. The class sponsor positions (two at each grade level) at Center Line High School shall be filled by Center Line High School teachers. Teachers will be given the opportunity to volunteer for these positions.

In the event that the positions are not filled by volunteers, the high school principal will make assignments based on a rotation system. The system to be established will be mutually agreed upon between the Center Line High School Administration and CLEA building representatives. If a mutually-agreed system cannot be achieved by the end of the second week of school, the high school principal will establish the system.

The rotating system will provide that no teacher will serve as class sponsor the second time before every teacher has served once.

I. The Board agrees to accept no student teachers without the approval of the supervising teacher.

Supervisory teachers of student teachers/interns shall be tenured teachers who voluntarily accept the assignments.

2.2 Vacancies, Promotions and Transfers

A. Definitions

1. Vacancy

A vacancy is an unassigned position within the bargaining unit resulting either directly or indirectly from the establishment of a new position, a leave of absence or placement on LTD for the remainder of the school year, or resignation. The Superintendent will determine where the specific vacancy exists provided that the recall of the most senior certified laid-off teacher is effected.

2. Temporary Vacancy

A situation where an active position within the bargaining unit is unassigned due to the granting of a leave of absence or an extended illness where the teacher is expected to return before the end of the school year. The Superintendent will determine where the specific temporary vacancy exists provided that placement is effected for the most senior certified laid-off teacher.

3. New Position

A position within the bargaining unit not previously held by an employee.

4. Promotion

Assignment of an employee to a position with a higher pay scale.

Transfer

Assignment of a teacher to a different building or to a completely new department.

Reassignment

Assignment of a teacher to a different grade within a building or in part to a new department.

7. Part-Time Assignment

Assignment of a teacher to a position consisting of less than a full day, less than five days per week, or a position which becomes available after the second semester.

8. Certified

To be certified a teacher must hold a valid Michigan teaching certificate with endorsements in the subject area to be taught. At the high school level, certified shall also mean that North Central Association standards are met.

NOTE: In the elementary and middle schools, at least a minor or its equivalent will be needed to be considered certified for a full assignment in vocal music, instrumental music, physical education, art, home economics, and industrial education.

B. Vacancies - When Staff Layoff Is Not A Factor

- Exclusive of reduction of staff, the Board agrees that it will give primary consideration to present members or laid-off members of the Center Line teaching staff relative to the filling of vacancies, new positions, and opportunities for promotion including all summer school positions and positions in specially funded programs. When such situations arise or are anticipated, the Superintendent shall notify the Association and post notices with accompanying job descriptions on the bulletin board in each school building for no less than fifteen (15) business days before screening and selection procedures begin. Vacancies shall be filled on the basis of experience, competency, certification and qualifications of the applicant, and other relevant factors rationally related to the performance of the job.
 - a. If a question arises in the filling of vacancies, new positions, promotions, and transfers, the Administration will meet with representatives of the Association to resolve the problem.
 - b. Whenever vacancies or opportunities for promotion occur during the summer months when regular school is not in session, Association members will receive a notice in the mail with their paychecks. Letters of application must be returned within fifteen (15) business days of mailing.
- Vacancies shall be filled by honoring a teacher request for transfer or by recalling teachers placed on layoff status by seniority and certification. Should it not be possible to recall a laid-off teacher to a vacancy or honor a teacher's transfer request, the Superintendent may fill the vacancy from outside the bargaining unit. Such person shall become a member of the bargaining unit and shall enjoy all the rights and privileges of bargaining unit membership.

- Vacancies filled by laid-off teachers or newly-hired teachers after the October Board of
 Education meeting will be considered as being filled on a tentative basis until the end of the
 school year, at which time the positions will be considered vacant.
- 4. In the event a teacher from outside the bargaining unit is hired to fill a vacancy, Paragraph 3 above will apply.
- 5. The Superintendent of Schools has the right to fill any administrative vacancy through promotion and/or transfer of any administrative staff member. If an administrative vacancy exists following such administrative action, such a position will be advertised to teachers, consistent with the provisions of this Agreement. During the delay necessitated by posting, screening, and selection processes, the Superintendent may assign a staff member to fill the vacancy in an acting capacity on a 30-day basis.
- 6. Special talents or expertise needed for the implementation of new Center Line Public Schools programs, but not found in the school district staff, should be sought through inservice retraining of the existing staff when the availability of time and funds are adequate in terms of the projected program implementation date. When, in the Superintendent's judgment, this is not possible or practical, the Board should seek to employ personnel as regular members of the staff who will be able to perform the required activities. In the event that a layoff is anticipated at the end of any given school year, and when it is known that a new program will be initiated in September of the following school year, staff members identified for layoff will be considered for retraining for the new program. If the retraining of an interested staff member can be accomplished within six (6) months immediately preceding the initiation of a new program, the Board will assume full financial responsibility for the retraining.
- 7. Teachers requesting return from leave of absence will be considered part of the staff when developing staffing needs for the following school year. Teachers requesting return from leave will be placed by seniority as vacancies are available in accordance with placement and recall provisions of the Master Agreement.

C. Temporary Vacancy

- 1. The Association recognizes that when a temporary vacancy occurs during the school year, it may be difficult to fill it from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, this temporary vacancy may be filled on a tentative basis by the most senior certified laid-off teacher at the regular teaching salary with the fringe benefits as specified in the Agreement, if obtainable, for the term of the assignment. If the most senior laid-off teacher declines the temporary position, it shall be offered to the next most senior certified laid-off teacher, etc. During the term of employment in the temporary vacancy, the laid-off teacher shall not be considered as recalled but shall maintain his/her rights of recall. If a laid-off teacher declines to accept a temporary position, he/she shall not lose his/her recall rights nor his/her right to collect unemployment compensation.
- 2. In the event that no laid-off teacher elects to fill the temporary position, the Superintendent may then fill the temporary position outside the bargaining unit for the period of time necessitated by the cause of such vacancy. However, the position shall not be temporarily filled for a period of time in excess of twenty (20) school weeks.

D. Transfer When Staff Layoff Is Not A Factor

1. Voluntary

- a. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall normally be made in writing on forms furnished by the Board, one copy of which shall be filed with the Association and the principals involved. The application shall set forth the reasons for the transfer request, the school, grade, or position sought, and the applicant's academic qualifications. Applications must be renewed yearly. Teachers must be certified for the positions requested.
- b. Request for voluntary transfer must be made by May 30 of each school year. A list of known vacancies for the next school year will be published as early in May as possible. The list will include positions tentatively filled for the current school year and anticipated vacant positions for the next school year.
- c. To prevent undue disruption of the educational program, transfer requests will normally not be honored after the October Board of Education meeting. When possible, transfer requests will be honored at the semester break.
- d. Teachers may withdraw their transfer requests anytime prior to May 30. Requests for withdrawal must be in writing. Transfer requests not withdrawn at that time become official.
- e. After May 30, the current teaching position of a teacher requesting a transfer becomes a vacant position for the next school year if the position is continued.
- f. Teachers requesting transfer will be assigned by seniority. If the specific position requested is not available, they will be given a position as close to the requested position as possible.
- g. In the event that a reduction of staff is imminent and Section 2.4 of the Master Agreement will be implemented, teachers requesting a transfer will be notified of possible vacant positions as reflected by preliminary schedules and personnel changes by May 20. Upon written notice, transferee's will be allowed to rescind their transfer request by May 30. A meeting of the committee referred to in 2.5, J. will be held on or before June 8. If a transfer request is not withdrawn, the transferee's position shall be deemed vacant and subject to placement under Section 2.5 of the Master Agreement. The transferee will be provided a Teaching Preference Form for placement purposes.

2. Involuntary

a. An involuntary transfer will be made only in case of an emergency to prevent undue disruption of the instructional program, to improve the instructional program, or as necessary to retain the most senior teachers in case of layoffs. When an involuntary transfer is necessary, the Superintendent will notify the affected teacher and the Association of the reason for such a transfer. If the teacher objects to such a transfer for the reason given, the teacher and representatives of the Association will meet with the Superintendent in an effort to resolve the matter.

- Teachers will be involuntarily transferred only to positions for which they are qualified and certified as defined in this section.
- c. Involuntary transfers are not grievable.
- d. Teachers involuntarily transferred in one school year will be given the opportunity to return to their former positions in the next school year if possible. Requests for return should be made in accord with the provisions on voluntary transfer.
- e. Involuntarily transferred teachers may elect a voluntary leave of absence providing a certified and qualified laid-off teacher is available. Requests for voluntary leaves may be received in writing prior to the October Board meeting. Teachers requesting voluntary leaves will be placed at the bottom of the seniority list for one school year.
- f. In the event that reduction of a teaching position is necessary in an elementary building, middle school, secondary department, or a district-wide department and layoffs are not contemplated, the teacher with the least district-wide seniority shall be reassigned when the reduction cannot be accomplished by other means.

2.3 Seniority

A. Seniority

- 1. All teachers shall be ranked on the seniority list by their total seniority in the District. Seniority shall be computed beginning with the first teacher-responsibility day worked in the District and will include time worked plus leave, layoff, sick leave days, and Sick Leave Bank situations where seniority would continue to accumulate. Seniority, then, consists of service in the District plus other creditable time from leaves, layoff, sick leave days, and the Sick Leave Bank. Additional weeks of work provided for auxiliary staff, special teaching personnel, and coaches shall not apply for seniority purposes.
- 2. Seniority shall continue to accumulate when teachers are on Military, Child Care (not Child Rearing), Disability, Maternity (the period up to and through the birth of the child to when the teacher is physically able to return to work-either when the teacher is using sick leave days or absence without pay), Medical, Political, and Association Leaves. Teachers on other leaves shall not accumulate seniority by virtue of that leave. Seniority shall continue to accumulate when a person uses Sick Leave Days, the Sick Leave Bank, LTD, or Absence Without Pay.
- The following criteria shall be used to determine seniority of teachers who have identical periods of service in the District.
 - a. Date of Initial Contract
 - b. Total Teaching Experience
 - c. Degree Held
 - d. Permanent or Continuing Certification
 - e. Total Credit Hours
- If all of the above criteria are equal, a committee composed of five Association members and the Superintendent or his representative will meet to determine secondary criteria to be used.

Teachers will have until the first Friday in February of the current school year to notify
the Administration and provide verification of any corrections affecting their own
position, certification, and qualifications.

Personnel decisions for the forthcoming school year will be made solely on the basis of the information made available by this date. A corrected seniority list will be published by March 1 of the current school year. Teachers will be ranked on the list in the order of their seniority as credited by the District.

- 6. All seniority will be lost when there is a severance of employment and/or a break in service.
- 7. Seniority shall continue to accrue for laid-off employees for a period of three (3) years.

 After that time, the laid-off teacher will retain all seniority accrued up to that point.

2.4 Reduction in Personnel

- A. No teacher shall be discharged or laid off (pursuant to a necessary reduction in personnel) for any school year or portion thereof, unless said teacher is notified of such discharge or layoff at least sixty (60) days prior to June 30 of the current school year.
- B. When it is necessary to reduce staff because of a decrease in enrollment, financial reasons, or fiscal responsibility, the Superintendent will meet with representatives of the Association and inform them of the situation and explain the reductions to be made. The Board shall develop a list of necessary staff reductions based upon the proposed educational program for the forthcoming school year. The Association will be given an opportunity for advisory input and be kept informed of implementation.

The above meeting(s) will take place after preliminary scheduling has been completed in all areas, but in no case will the meeting(s) be later than one week prior to the anticipated date for layoff notification.

- C. In the event that reduction of total staff is necessary, the teachers with the most district-wide seniority shall be retained provided that they are fully certified and placed in positions that reflect their certification, majors, and minors, teaching experience, and meet North Central standards. Whenever necessary, in order to retain the most senior teachers, involuntary transfers and assignments will be made based solely on certification.
- D. Special reimbursable programs will be staffed by individuals who are certified by the standards established by the respective programs.
- E. The intent of the layoff procedure will be to retain the teachers with the most district-wide seniority who are certified and qualified for the available positions.
- F. The District shall not be required to lay off any teacher if he/she is the only certified teacher for the position.
- G. A bargaining unit member who has not previously attained tenure under the Michigan Teachers' Tenure Act, MCLA 38.71 et seq.; MSA 15.1971 et seq., in a position other than as a classroom teacher and who is placed in a position other than a classroom teacher shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position but shall be deemed to have continuing tenure as an active classroom teacher.

2.5 Placement

- A. Intent of the placement procedure is to fill all vacancies for the forthcoming school year created by resignations, promotions, reductions in teaching positions, and transfers, both voluntary and involuntary, by seniority and certification as defined in 2.2,A.
- B. The Board, at its discretion, may make use of voluntary and involuntary transfers to accomplish suitable placement.
- C. Teachers assigned to a minor field of certification not taught during the past five years may be required to take an approved credit course in that field.
- D. If there is a reduction in positions in a building, department, or special area, the procedure listed below will be followed providing enough certified teachers remain to carry out the proposed educational program for the forthcoming school year:
 - At an elementary school, the teachers with the least district-wide seniority will be involuntarily transferred or laid off.
 - At the middle school, the block teacher with the least district-wide seniority or the
 exploratory teacher with the least district-wide seniority not needed in his/her department
 or in another department will be involuntarily transferred or laid off.
 - At the high school, the teacher with the least district-wide seniority not needed in a department or in another department will be involuntarily transferred or laid off.
 - 4. The Special Education staff shall consist of two district-wide departments: The Special Education Personnel (i.e. special education classroom teachers, Teacher Consultants and work study employees) and the Special Services Personnel (i.e. Speech Therapists, School Psychologist, and School Social Worker).
 - In the district-wide departments, the teacher with the least district-wide seniority will be involuntarily transferred or laid off.
- Involuntarily transferred teachers will be assigned only to positions for which they are certified.
- F. When the above process has been completed, teachers not yet assigned to a position, teachers who are subject to both voluntary and involuntary transfer, teachers returning from leaves of absence, and teachers being recalled will be assigned to any unfilled positions for which they are certified on the basis of seniority and using preference forms. This assignment process will take place after May 30 or when scheduling has been completed but prior to the end of the school year.
- G. By the end of May, Teaching Preference Forms will be provided to staff members who have requested a voluntary transfer, who are returning from leave or sick leave, who are subject to involuntary transfer, who may be subject to recall, or who have been displaced. A copy of the preference form will be provided to the Association. The completed preference form shall be returned within ten (10) working days of distribution or the person's placement will be based on the judgment of the committee.
- H. The Association will be kept informed of the progress of placement.

- I. Positions within the bargaining unit, outside of a regular classroom, that are filled by special training experience and interview will not be filled by involuntary transfer. These positions include, but are not limited to, counselors, learning consultants, and Special Projects Coordinator. Positions in this category will be reposted and filled on a tentative basis by certified bargaining unit members if at all possible.
- J. When involuntary transfers are necessary to retain the most senior teacher(s), two members of the Association and two members of the Administration will meet in June after scheduling has been completed to determine which teachers must be transferred involuntarily. The joint committee will make every effort to reach agreement on the involuntary transfers. In the event that the joint committee cannot reach agreement, involuntary transfers will be made by the Administration to retain the most senior teacher(s). Involuntary transfers made to retain or recall the most senior teacher(s) shall not be grievable. (Section 2.2, D. 1. g. page 10)
- K. Assignments made under placement or recall will be made on the basis of certification, North Central requirements, seniority, and Teaching Preference Forms.
- L. Placement, if possible, will be such that the highest seniority teachers will be placed within their highest choice. Transfers, whether voluntary or involuntary, will only be made to fill unoccupied positions. Once the teacher has been placed, involuntary transfers will only be made to retain the most senior teacher(s).

M. Voluntary Layoff

- A teacher to be involuntarily transferred for the next school year may elect a voluntary layoff providing:
 - a. The position to which he/she has been involuntarily transferred is significantly different from the position currently held or held in the last five years.
 - b. A properly certified teacher, newly laid off for the next school year, will accept the position. This provision does not apply for a teacher presently on layoff.
 - c. The necessary arrangements can be made by the end of the last teacher workday in June.
- A teacher accepting voluntary layoff will be placed at the bottom of the seniority list for that year.
- 3. The voluntarily laid-off teacher will be entitled to unemployment benefits provided that other sections of the recall portions of the contract are met.
- Voluntary layoff will be available to one percent (1%) of the total teaching staff in any one year.
- 5. This provision can be exercised only once by a teacher during his/her teaching career.

2.6 Recall

A. Laid-off teachers will be recalled to the first declared vacancy for which they are certified according to their seniority ranking.

- B. To assure recall of the most senior certified teacher prior to the October Board meeting, it is understood that a maximum of three (3) involuntary transfers may take place within the existing working staff.
- C. If a declared vacancy becomes available after the October Board meeting, it will be filled on a tentative basis by the most senior laid-off teacher who is fully certified for the vacancy.
- D. The Board of Education may hire a new teacher to fill any declared vacancy for which there is not a certified teacher on layoff. The newly-hired teacher will be considered to hold the position on a tentative basis.
- E. Tentative positions will be made available to certified teachers along with the other available positions published prior to May 30 of each school year.

A laid-off teacher shall be considered laid off until he/she is reinstated by Board action, refuses an offer from the Board of a position for which he/she is qualified and certified, or fails to respond in writing within five (5) working days of the receipt of a written offer of a position made by the Board.

The Board will give simultaneous notification of a possible vacancy to all qualified laid-off teachers, describing the position and the list of qualified personnel on layoff. The recipients will have five (5) days to accept or reject the position. If a person higher in seniority accepts the position, a rejection will be void and the teacher will retain his/her recall rights.

- F. A laid-off teacher shall be entitled to reject a part-time teaching position without loss of his/her recall rights.
- G. Notification of recall shall be in writing, with a copy to the Association. During the school year notification of recall for the next school year for present employees may be sent by certified mail, return receipt requested, or hand-delivered. When school is not in session, all notices of recall will be by certified mail, return receipt requested. Such notification shall include a description of the assignment, but may be subject to change in reassuring recall of the most senior teachers.
- H. Persons unable to return upon recall for physical or emotional reasons will be required to present a physician's statement verifying their inability to work. They will be recalled upon the availability of a position for which they are certified and evidence that they are able to perform satisfactorily.
- While on layoff, teachers must notify the Administration of any changes or anticipated changes in certification by the first Friday in February of any given year in which the change is taken into account for possible placement.
- J. Teachers who are laid off at the end of their contract year are not eligible for insurance benefits as employees of the Center Line School District. However, if such employees choose to convert their insurance benefits that were provided by the District, in the amount provided by the District, the Board will agree to pay fifty percent (50%) of the premium cost of such insurance through November 30 of the year in which the layoff occurs. This provision prevails only in the event that the employee does not gain a full-time teaching position elsewhere. Employees who voluntarily terminate their employment with the District prior to the end of the school year will lose all insurance benefits at the time of their severance of employment with the District. Beginning in the 1984-85 school year, the Board of Education will pay fifty percent (50%) of the insurance costs through January 31 of the year in which the layoff occurs.

- K. If a member of the bargaining unit feels that he/she is being unfairly discriminated against as a result of an involuntary transfer that makes it possible to protect the most senior teacher(s) from layoff, the Administration is obliged to meet with the teacher and provide a full explanation in support of the administrative action. Involuntary transfers necessary to retain the most senior teacher(s) shall not be subject to the grievance procedure.
- L. The Superintendent will advise the Association of all plans to reinstate positions and of the time teachers will be recalled according to the placement procedure in effect at that time.
- M. If involuntary transfers are necessitated under recall, preference forms will be utilized and teachers given their highest choice possible to assure equitable placement.

2.7 Restaffing in Event of School(s) Closing(s)

Except in an emergency due to acts of God, the procedure listed below will be used to reassign staff when a school is closed. The procedure will be completed as soon as practical prior to the end of the school year.

- A. A list of available teaching positions will be published. The list will include:
 - 1. New teaching positions created by the realignment of classes.
 - Teaching positions available because of transfer requests.
 - 3. Teaching positions vacant because of leaves, resignations, etc.
 - Teaching positions available through implementation of Section 2.5 of the Master Agreement.
- B. All bargaining unit members affected by the above, teachers on leave, and teachers on layoff will indicate their choice of teaching position on an appropriate form. Teachers must be certified to be placed in any position.
- C. When possible, teachers involved in the reassignment process will be assigned by seniority to teaching positions of their choice providing that they are certified for the position.
- D. Teachers unable to have their choice of positions will be assigned to positions for which they are certified. Involuntary transfers may be necessary to accomplish this placement. The Association will be advised in writing as to who will be involuntarily transferred and the reason for the transfer. Involuntary transfers are not grievable.
- E. Teachers will be notified of the date on which assignments will be made. Teachers who have previously requested a transfer will have five (5) days to withdraw their request.
- F. If a teacher selects or is assigned a specific teaching position and the subject area of that position is changed prior to the opening day of school, the teacher and a representative of the Association will be given an opportunity to meet with the Administration and review the need for the change.
- G. The Association will be provided an opportunity for advisory input into these procedures. The Association will be invited to monitor the assignment.

2.8 Racial Balance

The foregoing (Sections 2.2 - 2.7) shall not be construed in such a way as to prohibit the Board from providing a racially-balanced staff in each school building, and the Association will cooperate with the Board in seeking and promoting the employment of minority group educators.

2.9 Teacher Evaluation

- A. It is recognized by all parties that the primary purpose of teacher evaluation is professional improvement. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Any discussion of teacher conduct shall be conducted in private. The administrator and/or teacher may reserve the right to have a representative of their respective group present during the discussion.
- C. A personnel file for each certificated employee will be maintained in the office of the Superintendent. Information pertaining to the educational growth of the teacher will be made available to the teacher in the presence of his/her appropriate administrator or to the appropriate educational or employing institution upon request. The only materials which shall not be shared in totality with teachers will be the pre-employment credentials from educational institutions and previous employers. Access to these files shall be limited to personnel authorized by the Superintendent. In no event shall any student or parent have access to these files or personnel data.
- D. All official evaluative information placed in the employee's personnel file will be made available for the teacher's signature. The teacher has the option to provide reactions in writing to data placed in his/her personnel file. Teachers will be given a copy of all other evaluative material placed in their personnel file.
 - If the teacher believes that material placed in his/her file any time after original
 employment is inappropriate or in error, he/she may receive adjustment, provided cause
 is shown, through the grievance procedure, whereupon the material will be corrected or
 expunged from the file if the grievance is upheld.
 - Records of a non-recurring negative nature will be removed from a teacher's personnel file every three (3) years after the date of entry.
- E. The tenure policy in effect at the date of ratification of this Agreement shall remain in effect during the terms of this Agreement and shall be considered binding to both parties. Nothing in this Agreement shall in any way limit or modify the rights or responsibilities of the teacher or the Board under the Michigan Tenure Act.
- F. Non-certificated persons within the Association shall be evaluated under the same conditions as above. Provisions for promotion, discharge, or demotion shall approximate, as closely as possible, those provisions provided for certificated personnel. Where other avenues of appeal are lacking, appeals may be handled through the grievance procedure.

G. Teacher Evaluation Program

- Each teacher, tenure and non-tenure, being evaluated during a school year shall meet with his/her evaluating administrator at the beginning of the school year to be appraised of his/her responsibilities, the evaluation procedure, and the forms to be used.
- 2. If there is a written observation, the teacher and the administrator shall meet within ten (10) school days to discuss the observation. This time limit may be waived by mutual agreement. If the teacher disagrees with the written observation, he/she may reply and have his/her comments attached to the observation.

- 3. A copy of the written evaluation shall be given to the teacher at least one day prior to the conference between the administrator and the teacher. At the teacher's request, a representative of the Association may be present. The conference will be arranged at a time mutually acceptable to provide such representation.
- In all written evaluations, if areas of concern are noted, the evaluation will include recommendations for remediation of same.

The Association President shall be notified by the school district if any member, tenured or non-tenured, receives an evaluation that is less than satisfactory. Notification to the Association President shall be given at least two (2) days prior to any conference taking place between the employee and the administrator.

- Acknowledgement of reaching the expected level of performance will be indicated in writing.
- 6. The Association shall be given the opportunity for input into the evaluation procedure. The Administration will consult with the Association prior to the modification of school district policy, procedures, and evaluation forms including the Individual Development Plan format. These forms will be attached to each teacher's handbook and distributed at the opening of the school year.

2.10 Curriculum Council

As one method of bringing about desirable change in teaching methods, techniques, class composition, curriculum, and any other phase of the instructional program, the Board will cooperate in maintaining a professional staff Curriculum Council. This Council will provide effective communication with, and assistance to, the Board in making improvement in the instructional program. Requests for curriculum study shall not be limited to the teaching staff.

- A. The Council will be composed of representatives from Administration, the teaching staff, Board of Education, students, and parents as governed by the bylaws of the Curriculum Council. The Council may establish subsidiary study committees.
- B. The Council shall approve or disapprove changes and recommend proposed changes to the Board.
- C. The Board shall act on all proposed changes. It may adopt, reject, or refer the proposals back to the Council for further study.
- D. Meetings of the Curriculum Council will be held outside school hours with no compensation.
- E. The Board will provide secretarial service and office supplies through existing channels to the Curriculum Council and will budget two thousand dollars (\$2,000) for its use in the study of program proposals and improvement of instruction such as teacher attendance at seminars, workshops, etc., in approved studies.

2.11 Professional Participation - District, Building or Department Level

The Board and the Association recognize the importance of site based decision making/strategic planning. The parties agree that either or both planning processes shall contain adequate teacher representation. Both planning processes shall be voluntary, and there shall be no discipline or adverse evaluation for non-participation in the decision making process. Both parties agree that the intent of any school improvement plan is not to circumvent the terms and provisions of the master agreement.

Section 3. TEACHING CONDITIONS

3.1 Teaching Hours/Tardiness

A. Secondary Teaching Hours

- Secondary teachers shall be employed for a normal six (6) hours and thirty (30) minutes teaching day that shall include:
 - a. Five (5) class periods of teaching time.
 - b. One (1) class period for preparation, conference, and evaluation.
 - c. A scheduled duty-free lunch period of thirty (30) minutes.
 - d. The Administration recognizes that it is desirable for a high school teacher to have not more than four (4) separate class preparations per day. Reasonable efforts will be made by the Administration to so limit the number of preparations.
- 2. In addition to their normal teaching day as described above, teachers will be in their buildings fifteen (15) minutes before classes begin. Teachers may leave the building fifteen (15) minutes after students are dismissed. During the day, teachers will be at their assigned classes on time unless unusual circumstances or duty prevent them from doing so.

B. Elementary Teaching Hours

- Elementary teachers shall be employed for a normal six (6) hours and thirty (30) minutes teaching day that shall include a scheduled duty-free lunch period of thirty-five (35) minutes.
- 2. In addition to their normal teaching day as described above, teachers will be in their buildings fifteen (15) minutes before classes begin and in their classrooms five (5) minutes prior to the starting of daily classes. Teachers may leave the building twenty-five (25) minutes after students are dismissed. The twenty-five (25) minutes at the end of the school day shall be considered as non-instructional time. The twenty-five minutes may be used for such activities as: contacting parents, participating in various student evaluation meetings (i.e., including but not limited to IEPC's, MET Team etc.) and other related activities. During the day, teachers will be at their assigned classes on time unless unusual circumstances or duty prevent them from doing so. (Refer to Appendix H page 52)
- 3. Approximately 210 minutes of preparation time per week will be provided for elementary teachers in grades K-5. The provision for kindergarten is premised on a full-time teaching assignment at that level. During this preparation time for teachers, special instruction for students will be provided in the areas of art, music, physical education, and counseling. In the event that a certified art, music, physical education and/or counselor is not available on any given day to provide the appropriate instruction, preferably a Special Reserve Teacher or a regular substitute teacher may be assigned responsibility for the students for the scheduled period of time.

The parties agree to the typical weekly breakdown of forty-five (45) minutes of art, sixty (60) minutes of music, and sixty (60) minutes of physical education. This time may be adjusted to meet the necessary Elementary planning time, and may include the use of the Elementary Counselor. A minimum of twenty-minute blocks of planning time will be provided for the Fine Arts staff. Further, all efforts will be made to have the lunch time of the Fine Arts staff coincide with that of the building. The time before lunch and after lunch may be included as part of the twenty-minute blocks.

C. Part Time -- Shared Time Positions

- Any shared position will not cost the Center Line Public Schools more than the assignment of one teacher to the same position in salary and fringe benefits.
- When an assignment involves a partial schedule at any level or in any area, the salary will be prorated. A person will not be paid for an entire planning period.
 - A. If four classes or less are assigned, the teacher will receive twenty percent (20%) of the full contract amount for each class. This twenty percent (20%) includes pay for the planning time.
 - B. These teachers are expected to take part in evening events, after-school meetings, and to adjust their personal schedule to the school schedule when necessary.
- 3. Requests for a part time or shared time assignment must be received by the personnel office no later than March 31 of the current school year and will expire on June 1 of the current school year. An explanatory meeting will be held at least one week prior to the March 31 due date. All items in Section 3.1 will apply to these employees except those that refer to full-time assignments.
- 4. The above assignments are for one (1) year and for tenure teachers.
- The teachers will be granted a step on the salary schedule and full seniority for a full year assignment.
- Teachers may personally pay the difference in fringe benefits if they desire the full
 Coverage or may apply the prorated amount to one or more fringe benefits (providing it
 is allowed by the carrier.)
- D. Teachers will not leave buildings during working hours (excepting the lunch hour) without the consent of the building principal or his/her designated representative. When teachers leave the building during lunch hour, they are expected to notify the office.
- E. Teachers shall leave school no earlier than fifteen (15) minutes following the last dismissal bell. (In the elementary buildings, teachers shall leave school no earlier than thirty (30) minutes following the last dismissal bell).
- F. Failure to comply with the above provisions shall be deemed the same as a case of tardiness.
 - Tardiness at the start of the day must be reported to the building principal as soon as it is known that such tardiness will occur and an estimate given as to the extent of the tardiness.
 - Teachers must furnish the building principal an explanation for each tardiness before the

- 3. In cases of unexcused tardiness, administrators will take appropriate disciplinary action
- In cases where a pay deduction is enacted, such deduction shall be to the nearest hour missed.
- Under situations involving acts of God, civil disorders, or other conditions affecting travel, the Superintendent may suspend the above rules.
- G. The Association and the Board agree that it is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district through careful daily preparation. It will be the teacher's responsibility to provide adequate daily lesson plans in case of absence. Administrators will take appropriate disciplinary action when a teacher fails to have plans available for the substitute teacher which makes it possible to carry on a meaningful class.
- H. The Association and the Board agree that the above shall not be interpreted to limit teachers' obligations to the District. Attendance at parent conferences, open houses, and regularly scheduled PTC meetings will be obligatory. In addition, attendance at in-service meetings, curriculum meetings, staff meetings, or other public relations activities is a recognized professional obligation of all teachers. Attendance at these functions will be obligatory unless the teacher is excused by the principal. All such meetings are to be held on Tuesdays (as provided for in Section 3.1, J. 1 of this Contract).
- I. The school district may schedule two after school in-service sessions each semester (four total). One session may be 2 ½ hours long and the three additional sessions will be limited to no more than 2 hours. Pay will be at \$12.50 per hour when in attendance. Leave time will be reduced if the employee is absent.
- J. Tuesday afternoons and evenings shall be reserved for professional and Association use. The second Tuesday of each month shall be reserved for professional use. The third Tuesday of the month shall be reserved for Association use and other school activities will not be scheduled for those times. Additional building meetings, when necessary, shall be scheduled at a time mutually agreed upon by the principal and staff. The Association recognizes the responsibilities of its members to be active participants in the public relations program of the school and the school district.
 - 2. Building meetings shall be scheduled at a time mutually agreed upon by staff and principal. The time established for building meetings can be utilized for meetings of the staff for up to sixty (60) minutes immediately before or after the pupils' regular school day. When called, such meetings shall be attended by personnel involved. In meetings of the staff, the use of time for announcements of administrative detail will be minimized.
- K. 1. Teachers will attend and supervise functions which take place during the school day, e.g., school assembly programs. Teachers whose planning period falls during such a program shall use discretion in determining where their responsibility lies.
 - 2. In the case of a conflict between an assembly and an elementary music, art or physical education period, the elementary music, art, or physical education teacher will pursue one of the following courses after conferring with the teacher affected:
 - a. Hold class as regularly scheduled (with the mutual assent of the building principal).

- b. Request that the classroom teacher assume responsibility for the students during the assembly and hold a make-up class for the students during the music, art, or physical education teacher's planning period.
- c. Assume responsibility for the students during the assembly program.

The foregoing applies only insofar as the elementary music, art, or physical education teacher does not have an active part in the assembly program.

- L. Permanent changes in the regular daily schedule in any building will not be made without prior consultation with the staff involved. Permanent is defined as anything longer than two (2) days.
- M. When music, art, and physical education teachers are not available in sufficient number to staff all buildings equitably, the school schedule will be adjusted to equate classroom time for teachers, and any difference in time between elementary buildings will be assigned as planning time for teachers.
- N. It is recognized by both the Association and the Board of Education that the successful operation of schools and the welfare of the students will at times require responsibilities which extend beyond the standard teaching duties. Teachers will, therefore, rightfully be expected to assume these responsibilities when such emergencies exist. If the emergency is recurring in nature, it becomes an administrative problem.
- O. In the event school is closed "because of conditions not within the control of school authorities, such as severe storms, fires, epidemics of health conditions as defined by city, county, or state health authorities (PA 239)," those days that may not lawfully be counted to arrive at the annual instructional days required by law will be rescheduled prior to June 30 of the current school year. These days will be added at the end of the school year. Other dates may be selected by mutual agreement.

3.2 Teaching Loads and Assignments

- A. The Board and the Association are committed to quality education for all students in the Center Line Public Schools. One of the major variables that contributes, positively or negatively, to the quality of instruction is the number of students a teacher is responsible for in the classroom. The grouping of students in class size units is dependent upon many factors. The level of instruction, the nature of the instructional program, the type of students, the type of class, the availability of materials and facilities, instructional methods, the number of students at any given grade level, the interest and ability of the teacher(s), and budget limits are some of the factors that contribute to class size determinations.
- B. The Board and the Administration will, to the extend possible in making staffing determinations, utilize the following guidelines for classes:
 - It is desirable to have prorated class sizes range between twenty-four (24) and twenty-eight (28) students at the elementary school level. (Less than full-time students will be prorated at 1/6 per hour).
 - It is desirable to have lower elementary classes smaller in size than upper elementary classes.
 - 3. It is desirable to have average class sizes range between twenty-five (25) and twenty-nine (29) at the middle school and senior high levels.

- 4. It is desirable to maintain a district-wide ratio of forty-five (45) bargaining unit members per one thousand (1,000) students.
- Traditionally large classes, including but not limited to instrumental music, physical education, vocal music, and drama, will be excluded from the above guidelines.
- C. Prior to the fourth Friday of each school year, the Association will review all class sizes K-12. The Association will notify the Administration of any area that it feels may not meet the guidelines and hasn't been dealt with to date. The Administration will provide to the Association all information necessary for such review.
 - In all instances where prorated elementary class size and average secondary and middle school class size exceed the above contractual guidelines, the teacher and principal will first explore possible adjustments that would bring class size into conformity with the guidelines. Efforts to be considered would include, but not be limited to, the following:
 - a. Balance classes
 - b. Reassign students
 - c. Hire additional staff
 - d. Adjust teacher schedules
 - e. Establish a new section or class
 - f. Establish split sections
 - 2. If the above adjustments are not practicable, relief may include:
 - a. Teacher aide time
 - b. Additional funds for teaching materials and supplies
 - c. Team teaching
 - d. Assistance of student aides
 - e. Other possible relief mutually deemed desirable
 - If consensus cannot be reached on the form of relief, the principal will make the final decision but will include one or more of the above.
- D. Teaching loads at the secondary level will conform to North Central Association standards except in cases of emergency.
- E. Two days per year from the bank of Professional Days will be allotted to special education classroom teachers to meet with regular education classroom teachers for the sole purpose of informing the general education teachers of student information and recommendations for the educational plans of mainstreamed students.
- F. Since pupils are entitled to be taught by teachers who are working within their areas of competence, it shall be the policy of the school to assign teachers to fields of instruction within the scope of their certification and/or training except temporarily in emergencies where such teachers are not available or when extreme financial limitations necessitate reassignment of staff.
- G. Teachers will be given written notification of their assignments for the forthcoming year as early as possible. If the notification occurs after June 30, the teacher will be granted a ten-day period to resign if the assignment is nonacceptable. Elementary teachers will be notified only if there is a change in grade assignment.

3.3 Conditions Related to Teaching

- A. In the building and remodeling of schools, the Board will provide for adequate lunchroom and lavatory facilities exclusively for teachers' use and at least one room appropriately furnished and ventilated which shall be reserved for use as a faculty lounge. Existing facilities will be continually evaluated and improvements made which both parties feel are necessary and reasonable. The building administrator will provide space for Special Services personnel that meets the need of the service being performed.
- B. Adequate, off-street, paved, properly maintained parking facilities will be provided. A posted parking area will be provided at the high school.
- C. Requisition forms will contain one copy to be returned to the originator upon approval by the Business Office. Invoiced costs will be provided to the department or building when determined by the Business Office.
- D. The Business Office will publish and provide to each building and department an updated budget report no later than the tenth of each month. Such report is to include the unit's approved budget and all accumulative charges against said unit's budget.
- E. Inter-school mail service shall be considered a means of private communication between individuals.
- F. Any case of an employment-related assault on a <u>teacher's person or personal property</u> shall be promptly reported to the building principal. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board will provide additional business days for handling of the incident in connection with law enforcement and/or judicial authorities.
- G. The typing, duplicating, mimeograph, and ditto facilities in each school will be made available to teachers for the preparation of instructional materials. Instruction in the use of these facilities will be provided.
 - If a copy machine is not available at the school, the teacher may use the copy machine at the Administration Building provided funds remain in the teacher's budget or use is approved by the building principal.
- H. The Board will provide sanitary and safe schools. If health and sanitary conditions are in question, the County Health Department will be consulted.
- In the event the Board of Education authorizes a subsequent revision of the Board policy dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policy as it impacts on the terms and conditions of employment of bargaining unit members.
- J. The Board will provide training for all certified staff having to serve the medically fragile student. When the School District receives a medically fragile student who requires extraordinary care, representatives of the Board and The Association shall meet to discuss an appropriate plan for medical and educational concerns.
- K. The Board recognizes that it is the responsibility of the administrative staff to give all reasonable support and assistance to teachers with respect to the maintenance of discipline in the classroom and the general school facilities.

L. A teacher may temporarily exclude a pupil from class when, in the judgment of the teacher, the grossness of the offense, or the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the class intolerable.

When temporarily excluding a student from the classroom, the teacher shall direct the student to the appropriate administrative office. It will be the teacher's responsibility to show cause as to why the student should be excluded and what steps were taken to remedy the situation.

On the same day of the exclusion, the teacher will provide full particulars of the incident in writing and will meet with the administrator involved to review the problem and recommend remedies. The principal will communicate the disposition of the problem to the teacher in writing, with efforts made to provide the written statement prior to the student's return to the classroom.

- M. Each teacher will receive the most recent revision of the "Student Code of Conduct" handbook approved by the Board.
- N. The Board recognizes its responsibility to give all reasonable support and assistance to teachers whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional personnel. The parties recognize that some children may have physical, mental, or emotional problems that may require specialized classroom experiences or the attention of District specialists. A teacher believing a student has need for special assistance may make such a recommendation to the building principal, in writing, with data in support of the recommendation.
- Serious complaints against a teacher will be brought to the attention of the teacher within twenty-four (24) hours.
- P. When special education students are placed in a regular classroom, the special education teacher and the Administration shall inform the regular teacher in writing of the reasons for such placement, information on the student being placed, and the type of remediation in effect.

3.4 Tuberculosis Test

State law requires all public school employees to furnish a statement of freedom from communicable tuberculosis as a condition of entering employment. The statement will be on a form provided by the Michigan Department of Public Heath, (K-708) completed in full, and signed by a physician licensed to practice in Michigan or by a local health department official. The statement shall be valid for three (3) years from the date of signing. Employees shall hold a valid statement during their period of employment. The original statement, or a photocopy, shall be filed with the employee's personnel record and shall be available for examination by public health department personnel. If an employee fails to comply with the state law, administrators will take appropriate disciplinary action.

3.5 Professional Qualifications

- A. When hiring personnel for bargaining unit positions, the Board shall give preference to certified teachers on layoff from other school districts where MEA-NEA Local 1 is the bargaining agent unless there are certified Center Line teachers on layoff and eligible for recall. The Board shall recognize up to four (4) years of teaching experience for such employees.
- B. New teachers hired for a regular teaching assignment will hold at least a bachelor's degree from an accredited college or university and a provisional or permanent certificate.

- C. Exceptions to the above will be limited to vocational education personnel who do not hold a degree but are fully certified by the state in their vocational area.
- D. The Board and Association recognize the value of professional growth in the continuing effort to provide quality education. Teachers are encouraged to participate in activities that promote professional growth. The Board will provide the opportunity for teachers to become involved in local staff development activities, and teachers are encourage to take advantage of Macomb Teacher Center Programs.

Teachers are also encouraged to complete a minimum of one graduate course in the field of reading or their teaching field every five (5) years.

3.6 Special Reserve Teacher/Substitute Teacher

- A. The Administration will have an adequate supply of certified substitute teachers available so that calling on regular teachers for substitute duty will not be done except in emergencies.
- B. For the duration of this contract, the Board of Education will establish a new position entitled "Special Reserve Teacher." A teacher in this position will serve as a daily substitute teacher or as a substitute teacher in a long-term assignment. The Special Reserve Teacher may also be assigned to other professional responsibilities similar to those assigned to teachers in the past.

Teachers on layoff will be offered this position in order of seniority. Voluntary refusal of the position will not jeopardize future recall or position rank on the layoff list. Bargaining unit status will continue and unemployment compensation status will not be jeopardized. A teacher accepting this position will receive the following salary and benefits:

- 1. Rate of pay at 0 Step, BA Lane.
- 2. Fringe benefits as provided for in the Master Agreement.
- 3. Continuation of seniority.
- 4. One year of credit on the salary schedule for each year in the position.
- C. The Association recognizes the responsibility of its membership to service and supervise children when unusual circumstances cause all or part of a class to be without a teacher. Substitute pay will not apply in this area.
- D. In addition to lesson plans, teachers will provide substitute teachers with a kit containing adequate information such as seating charts, schedules, and lunch procedures for the job conditions of the day.

Section 4. PROFESSIONAL, PERSONAL LEAVES

4.1 Absence Policy

- A. This Absence Policy provides for payment for absence due to reasons stated below. While teachers do not have a right to these days, it is not the purpose to establish or sanction an annual period of absence to which an employee is entitled. Thirteen (13) days absence without loss of salary will be allowed each year for the following reasons: (Leave Days are pro rated for part time employees)
 - 1. Personal illness or quarantine
 - Illness in immediate family.

- 3. Death of a relative or close friend.
- Personal Business Shall be limited to those matters that cannot be scheduled outside of school hours. Approval by the Superintendent will be required the day before or after a holiday.
- A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or lice, shall suffer no loss of compensation and shall not be charged with loss of personal sick leave time if the sickness is judged to be job-related.
- 6. As of September 1991, members of the sick bank will have three (3) days credited to them at the beginning of each school year. At the end of the last day of each month, one (1) day will be earned by the employee to a total yearly allocation of twelve (12) days.

As of September 1991, non-members of the sick bank will have four (4) days credited to them at the beginning of each school year. At the end of the last day of each month, one (1) day will be earned by the employee to a total yearly allocation of thirteen (13) days.

An employee with an extended illness (5 consecutive days) may use the current school year allocation of sick leave days subject to a medical physicians verification. Newly hired teachers will be credited their total yearly allocation of sick leave days at the beginning of the school year for the first two years of employment. In the third and subsequent years, the above shall apply.

- B. The unused portion of the thirteen (13) days shall be added to the employee's sick leave reserve at the close of each school year. This reserve may be built up to an unlimited number and shall be available to the employee for use as stated in A. above. Absence occurring after accumulated leave days have been used, will be considered absence without pay.
- C. Any teacher who uses a leave day shall file the appropriate leave form in triplicate within three (3) school days after return from absence. If a teacher fails to file the appropriate leave form within ten (10) school days, administrators will take appropriate disciplinary action.
- D. If a teacher falsifies information on the above mentioned form, administrators will take appropriate disciplinary action.
- E. Teachers shall exercise sound professional judgement in utilizing personal business days. When possible, personal business matters should be scheduled outside school hours. Personal business shall not exceed four (4) days.
 - Requests for personal business days must be made forty-eight (48) hours in advance except in an emergency.
 - 2. Requests for two (2) or more consecutive personal business days must have prior approval of the Superintendent.
 - In exceptional situations, the Superintendent will have the right to grant more than four (4) assigned personal business days providing that the requesting teacher agrees to take the day without pay.
 - 4. Personal business days may not be used as vacation days nor the day before or the day after vacation days, as defined by the school calendar. The Superintendent may approve requests under exceptional situations.

- F. 1. When an absence of five (5) consecutive days occurs, an appropriate verification by a physician will be provided.
 - In cases of absenteeism where there is reasonable cause for suspected abuse, the Administration will notify the Association, and the teacher, of the reasons for suspecting abuse and request appropriate verification from a physician.
- G. When a teacher is absent because of illness or accident covered under the Workers' Compensation Act, the Board will pay the difference between the lost-time compensation received under the Workers' Compensation Act and the teacher's regular salary and in turn will charge only that portion of time to the teacher's sick leave as is paid in salary. When a teacher's personal sick leave, including the Sick Leave Bank provision, is exhausted, the long-term disability provision provided in the contract will apply after one hundred eighty (180) calendar days.
- H. A teacher called for jury duty will not be charged for absence in his/her accumulated leave and will receive in compensation the difference between his/her regular pay and jury duty. When summoned to jury duty, teachers should respond to such summons as directed. Classroom teachers may request to be excused from jury duty or to serve their jury duty at a time other than during the school year. Letters to support such requests may be obtained from the Administration.
- Teachers will not be charged with a day of absence if their absence is due to an unscheduled delay directly connected with a student activity.
- J. A teacher absent from school due to a religious observance shall have such days charged against either his/her accumulated sick leave days or personal business days, the option being the teacher's.

4.2 Sick Leave Bank Policy

- A. The Board will continue the operation of a Sick Leave Bank on a voluntary basis. Any professional employee whose position requires a teaching certificate is eligible to participate.
- B. Each employee enrolling in the Bank will donate one (1) day of his/her sick leave to the Bank each year until the Bank is build up to a maximum of one thousand five hundred (1,500) days. No more days will be added to this maximum until the Bank is depleted to one thousand (1,000) days. If the Bank is depleted to five hundred (500) days, two (2) days will be deducted the following year from each member's sick leave to bring the number of days up to one thousand five hundred (1,500) days.
- C. Additions will be made to the Bank as needed according to the above limitations.
- D. A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
- E. The first twenty (20) days of illness or disability will not be covered by the Bank but must be covered by the person's own accumulated sick leave or absence without pay.
- F. A teacher with up to five (5) years of service to the District will not be able to withdraw days from the Sick Leave Bank until all but ten (10) days of his/her accumulated sick leave days are depleted. A teacher with five (5) years or more of service to the District will not be able to withdraw days from the Sick Leave Bank until all but twenty (20) of his/her accumulated sick leave days are depleted.

- G. A maximum of one hundred five (105) days each school year can be drawn by one individual from the Bank.
- H. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.

4.3 Leaves of Absence

Leave of Absence requests will be considered on their individual merit. This leave is granted with the understanding that if the position left is not open, the teacher may be placed in any position for which he/she is qualified and for which a vacancy exists. The teacher must notify the Board of his/her intent to return by April 1. Teachers granted a one-year leave may request an additional year. Such request should be made by April.

Teachers on Leave of Absence who do not notify the Board of their intentions for the forthcoming school year by May 30 will not be eligible for leave renewal.

4.4 Noncompensable Leaves of Absence

A. Leaves With Increment

1. Peace Corps, Teacher Corps, Job Corps, or Exchange Teaching Programs.

A Leave of Absence without pay of one year may be granted to any tenure teacher, upon application, for the purpose of participating in the Peace Corps, Teacher Corps, Job Corps, or Exchange Teaching Programs as a full-time participant in such program.

2. Military Leave

A Military Leave of Absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

3. Child Care

A Leave of Absence shall be granted to any teacher for the purpose of child care or care for a family member suffering physical or emotional illness or disability. (Family member shall be defined by the United States Internal Revenue Service.) This leave will also be granted in cases of adoption. The teacher shall be given one-half year credit for seniority and salary purposes for the semester during which the leave commences.

B. Leaves Without Increment

Study

A Leave of Absence of one (1) year may be granted to any tenure teacher, upon application, for the purpose of engaging in study reasonably related to his/her professional responsibilities at an accredited college or university.

2. Travel

A Leave of Absence of one (1) year may be granted to any tenure teacher, upon application, for cultural travel or a work program related to his/her professional responsibilities.

3. Professional or Public Service Leave

Leaves of Absence without pay shall be granted, upon application, for the purpose of holding elected or appointed office in the Association, NEA, MEA, MEA-NEA Local 1, or an affiliate of NEA, MEA, MEA-NEA Local 1, or for members elected or appointed to full-time public office. The leave will coincide with the length of each term of office.

4. Medical Leave

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available (including sick leave days and Sick Leave Bank) shall be granted a Leave of Absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed by the Board upon written request of the teacher for the duration of such illness or temporary disability. Requests for such extension must be until the end of the next school year (June). Extensions may be granted for two (2) years. Conditions for returning will be the same as in Section 4.3.

5. Maternity and Child Rearing Leaves

a. Maternity Leave

- (1) Upon learning she is pregnant, a teacher shall provide a physician's certificate to the Superintendent indicating the estimated date of delivery. It is presumed that a teacher is able to teach until the birth of the child. A teacher who is pregnant may continue employment as late into pregnancy as desired provided she is able to perform regularly-assigned duties.
- (2) If a teacher is unable to perform regularly-assigned duties and makes use of sick leave days, a physician's certificate must be presented to the Superintendent indicating disability. In case of dispute over the inability to work, the Board shall be entitled to a medical examination of the person by a certified physician who shall be acceptable to the Superintendent and the Association. The decision of the examining physician as to the teacher's ability or inability to work shall be a final and binding determination. The Board shall pay the fees of this physician. The teacher will not be charged sick leave for such time as shall be used for the examination so long as she is in regular attendance in the classroom. If the examining physician certifies that the teacher is able to work, the teacher shall report for work on the next school day after the certification. Failure of the teacher to report without cause will result in being automatically placed on Maternity Leave without pay or benefits.
- (3) In the event a teacher shall be certified by a physician (or in the case of dispute, by the examining physician) that she is unable to work, she shall be entitled to use accumulated sick leave pay benefits and have access to the Sick Leave Bank provisions.
- (4) Following childbirth, the teacher shall be eligible for all sick leave benefits for the period of pregnancy-related disability. The teacher shall provide the Board a statement from the attending physician defining the period of pregnancyrelated disability.
- (5) Unless the teacher has requested and been granted a Child Rearing Leave as hereinafter defined and the pregnancy-related disability period has ended, the teacher shall return to her teaching duties upon the 15th calendar day after the birth of the child or the first scheduled school day thereafter.

(6) A teacher who is pregnant shall be entitled, upon request, to a Maternity Leave from the commencement of her pregnancy to the birth of her child. A Maternity Leave shall be without pay or benefits.

b. Child Rearing Leave

- (1) A Child Rearing Leave beginning within one year of the birth of the child shall be granted to teachers upon request. Such leave shall commence either upon submission of a physician's statement that the pregnancy-related disability period has ended, or following Board action. Such leaves shall be granted for the remainder of the school year and shall be renewable for an additional year upon request of the teacher. A Child Rearing leave that does not fall into the above time period may be granted upon request.
- (2) Requests for Child Rearing Leaves shall be made as soon as practicable. Application for such leaves shall be made at least two (2) months prior to scheduled commencement. However, if the leave request is related to child adoption or the birth of the child should occur prematurely, such time limits shall be waived.
- (3) Such leaves shall be granted without pay, seniority, or benefits. If a teacher on Child Rearing Leave chooses to return prior to the expiration of the leave, the teacher must declare the intention to return in writing to the Superintendent no later than ninety (90) days prior to her intended return. A teacher returning from a Child Rearing Leave will be placed in the first available vacant position as described in accordance with Section 2.6, A.
- (4) A teacher on Maternity and/or Child Rearing Leave shall not be denied the opportunity to substitute in the school district by reason of the fact that the teacher is on such Leave of Absence.

6. Personal Leave

A leave of absence of one (1) year without pay or benefits may be granted to any teacher, upon application, for the teacher's personal use. Personal Leaves may be granted for a teacher to try another occupation. Leaves request will be considered on their individual merit, program, and staffing needs of the school district.

Section 5. COMPENSATION AND BENEFITS

5.1 Retirement

A. Teachers who are age sixty (60) or older and retire under the provisions of the Michigan Public School Employee Retirement Act after being employed at least ten (10) years in the District shall receive retirement pay of twenty-seven dollars and fifty cents (\$27.50) per year of service in the District. B. A teacher retiring under the provisions of the Michigan Public School Employees Retirement Act after being employed at least ten (10) years in the District shall receive retirement pay as follows:

									Salary
Age	<u>e</u>				at	F	<u>le</u>	tiı	rement
55									40
56									
57									30
58									
59									
60									
61									10
									5

A teacher need not work the semester in which he/she attains the age of fifty-five (55) and retires nor will he/she lose this retirement benefit. A Leave of Absence may be granted until the teacher actually retires under the provisions of the Michigan Public School Employees Retirement Act.

A teacher will not lose the higher retirement benefit if he/she elects to complete the semester in which he/she has a birthday and this is in a higher age category. (Example:A person who is age fifty-five (55) and becomes fifty-six (56) during a semester may elect to complete that semester and still receive the early retirement plan benefit at the age fifty-five (55) benefit level.)

5.2 Hospitalization, Medical, Dental, Life and LTD Insurance

- A. Teachers who wish hospitalization and medical protection may elect one of the following:
 - Blue Cross/Blue Shield MVF II, MM IV including the following riders: VST, RPS, FAE-RE, PRX \$2.00 prescription co-payment. HPCP-A Precertification of Elective Inpatient Hospital Admissions, HPCP-B Precertification of Hospital Length of Stay for Inpatients Hospital Admissions, PCES-Program for Consultation on Elective Surgery and a Mammography Rider in 1997-98. (If the savings is not equal to the savings for a \$3.00 prescription co-payment, the contract shall be changed from PRX \$2.00 prescription co-payment to a \$3.00 prescription co-payment in 1998-99).
 - OR Blue Cross/Blue Shield -- Blue Care Network (Health Maintenance Organization) BCN5 Certificate. Benefits include Hospital Services, Emergency Medical Care, Physician Office Services, Maternity, Preventive Services, Diagnostic and Therapeutic Procedures, Limited Mental Health Care, Alcoholism and Substance Abuse Services, Skilled Nursing Care, Appliance and Prosthetic Devices, Allergy Care.
 - Providing that there is no additional cost, the Board shall provide Exact Fill coverage along with Medicare premiums for each teacher and his/her dependents eligible for Medicare.
 - 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
 re-negotiate this Article.

- B. The Board shall provide dental insurance without cost to the teachers as follows:
 - 1. All teachers not having dental insurance through their spouse will receive a dental insurance plan at the level of 75 50 75 with a maximum of one thousand dollars (\$1,000) for Class I and II and seven hundred fifty dollars (\$750) for Class III. The plan provided shall meet the specifications listed in Section 5.2, B. 3.
 - 2. All teachers receiving dental insurance through their spouse, whether internally or externally coordinated, will receive a dental plan at the level of 50 50 50 for themselves and their dependents. The plan provided shall meet the specifications listed in Section 5.2, B. 3. (Maximum one thousand dollars (\$1,000) for Class I and II and five hundred dollars (\$500) lifetime maximum for Class III.)
 - 3. Beginning September 1, 1982, the Board of Education made available without cost to teachers a dental care insurance plan that provides the following defined benefits and requirements: a benefit level of 80% Class I and 80% Class II to one thousand dollars (\$1,000) maximum and 80% Class III to eight hundred dollars (\$800) maximum.

a. Class I Benefits

- (1) Basic Services: Services usually employed by dentists in evaluating existing conditions and the dental care required. By way of description, such services include: examinations, consultations, diagnosis and diagnostic aids, necessary radiographs.
- (2) Preventive Services: Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or diseases. By way of description, such services include: prophylaxis, topical application of fluoride solution instruction in the proper fluoride intake.
- (3) Restorative Services: Services usually employed by dentists to rebuild, repair, or reform the tissues of the teeth. By way of description, such services include: amalgam, synthetic porcelain and plastic restorations, or gold restorations, crowns, and jackets when the teeth cannot be restored with another filling material.
- (4) Oral Surgery Services: Extractions and all other oral surgery procedures usually employed by dentists. By way of description, such services include pre- and post-operative care.
- (5) Endodontic Services: Procedures usually employed by dentists for the treatment of non-vital teeth.
- (6) Periodontic Services: Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

b. Class II Benefits

Prosthodontics Services: Bridges, partial and complete dentures.

c. Class III Benefits

Orthodontic Services: All necessary treatment and procedures required for the correction of malposed teeth.

- C. The Board shall provide MESSA Long-Term Disability Insurance, or equivalent and comparable coverage, effective September 1, 1981. The one hundred and eighty (180) day plan shall be provided, which includes a 60% benefit with a two thousand dollars (\$2,000) monthly maximum income benefit.
- D. The Board shall purchase supplementary group life insurance which shall provide the teacher life insurance protection equal to thirty thousand dollars (\$30,000) with an equal AD&D provision commencing September 1, 1981.
- E. The Board shall provide members and their dependents with optical coverage comparable and equivalent to the MESSA Intermediate Plan (80% of eligible expenses).
- F. For teachers who do not wish hospitalization and medical protection, the following options program will be made available at no cost to the teacher:
 - Life insurance which will provide the teacher life insurance protection to a total of fifty thousand dollars (\$50,000) with an equal AD&D provision commencing September 1, 1981. (In lieu of Section 5.2, D.)
 - 2. And 100% of eligible vision expenses.
- G. No cash payment will be made to the employee in lieu of the insurance.
- H. These plans are available only to instructional employees who are under contract. No payment will be made during leaves of absence. The District will extend through August 31 of the current school year health, dental, and optical insurance for those employees who complete the school year (185 days). Those employees who retire from Center Line Public Schools prior to the end of the school year will have health insurance extended through the transition period to the Michigan Public School Employees Retirement System. This extension for retirees will be for a maximum of two (2) months.
- I. With the exception of the Association president, fringe benefits will be prorated for part-time teachers. The teacher will pay the difference between the amount the Board pays and the full premium rate, provided however:
 - Wherever possible, part-time positions shall be combined into full-time positions.
 - Members of the bargaining unit presently (1980) assigned to part-time positions shall be grandfathered, and therefore, receive full fringe benefits until reassigned to fulltime positions.
 - No part-time teacher shall be required to participate in or contribute to any fringe benefit program.
 - 4. A teacher holding a part-time position shall be entitled to apply any or all the prorated portion of the Board's fringe benefits toward the full cost of those fringe benefits selected by the teacher.
 - 5. A teacher shall be entitled to refuse a part-time teaching assignment without losing any of his/her employment rights or status with the district, nor will the employer challenge the employee's right to collect unemployment compensation.
- J. All carriers shall be named and remain as named for the life of this contract by a letter of understanding. If carriers are changed by the Board of Education during the life of this contract, the matter is subject to the grievance procedure.

5.3 Salary Schedule and Extra Compensation

All appendices referred to are incorporated herein and made a part of this Agreement.

- A. The teachers' base salary schedule is shown in Appendix A.
- B. A full cost-of-living adjustment will be provided as shown in Appendix B.
- C. A longevity increment of Five Hundred Seventy-five Dollars (\$575) will be paid at the beginning of the 16th and 21st year of service to the District. Longevity increments of Three Hundred Dollars (\$300) will be added and paid at the beginning of the twenty-sixth year and each 5th year thereafter. (26th, 31st, 36th etc).
- D. The Board will pay each teacher 1/26 of his/her scheduled salary every two weeks for twenty-six (26) pay periods. The only exception to this will be teachers retiring or terminating their employment with the District.
- E. In determining the salary of a teacher, experience received outside of the District shall be credited at full credit up to a maximum of four (4) years of the basic schedule and half credit of an additional maximum of four (4) years.
 - Exceptions to the above may be made with written consent of the Association President.
- F. Vocational personnel not holding a degree but fully certificated by the state will be placed on the salary schedule no higher than the bachelor's maximum. Credit for experience in that vocation may be given at the rate of one-half year for every year of work experience beyond ten (10) years.
- G. Coaches for the interscholastic sports program will be paid as specified in Appendix C.
- H. The Board shall have the right to exceed the salary schedule when special programs demand substantial amounts of extra time on the part of individual teachers. Payment for these programs is shown in Appendix D.
- I. The Association recognizes that in critical areas it may be necessary for the Board to exceed the salary schedule to hire personnel for a comprehensive program. In such cases the Association will be consulted.
- J. Extra compensation for certain specialized services is shown in Appendix E.
- K. The Board and Association agree that some supervisory responsibilities for extracurricular activities are a part of the teaching job and should be distributed equitably among the teaching staff insofar as possible. Because of their nature and distribution, certain of these responsibilities will be compensated for as shown in Appendix F.
- L. One day's pay shall be considered as 1/186 of the annual salary for the school year. This will be used for determining deductions for absence without pay, and at all other times when a daily rate must be computed. (1996 97 = 1/187)
- M. Compensation for special teaching duties outside of school hours, summer, and substitute duties is shown in Appendix G.

- N. Post Master's schedule shall be paid to those persons already being paid on that scale, for Educational Specialist Degree, for 30 semester hours toward a Doctoral Degree, for 30 semester hours beyond a Master's Degree in field taught, or for a second Master's Degree earned with 30 semester hours work above first Master's.
- O. A bank of money (see Appendix D) will be set aside for club sponsors who will be paid according to criteria established jointly by Administration and the Association.
- P. The rate of pay for special summer assignments at the date such assignment commences shall remain the same for the duration of that assignment.
- Q. Bachelor's plus 20 semester hours (30 term hours) schedule will be paid to those persons who have earned such hours after completion of requirements for a bachelor's degree and provisional certification. No person who was paid on the schedule during the 1972-73 school year shall be refused payment if his/her credits do not meet the above specifications.
- R. A master's plus 20 semester hours (30 term hours) schedule will become effective in September 1980. Requirements and procedures for advancement to this new salary lane will be the same and/or comparable as the past practices for other lane changes. Lane construction: \$700 at Step 10, with 5.6% reductions to Step 0.
- S. Semi-annual adjustments for salary lane changes will be made for teachers who qualify. These salary adjustments will be implemented for the full year in the fall and for a half year at mid-year. For full-year adjustments, teachers must notify the Superintendent by no later than the second Friday after school commences in the fall. For half-year adjustments, teachers must notify the Superintendent by no later than the second Friday in February. Documentation to the Superintendent must be provided by the teacher as soon as possible.

Section 6. OTHER

6.1 Code of Ethics

The Association subscribes to the Code of Ethics as adopted by the Michigan Education Association Representative Assembly and will support its enforcement among and with the teachers it represents. Infractions may be brought to the attention of the Ethics Committee of the Association for its consideration and possible recommendation. This clause will in no way affect the power of the Board to discipline its employees for infractions of the rights, restrictions, and responsibilities of this contract.

6.2 Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, sex, age, blood relation, marital status, national origin, or membership in or association with the activities of any employee organization. The Board and Association pledge themselves to seek to extend the advantages of public education to every pupil enrolled in the public schools without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

6.3 No Strike Agreement

The Association recognizes that strikes, as defined by Act 379 of the Public Acts of 1965, State of Michigan, by the teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by good faith bargaining, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that it shall not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Board by any teacher or group of teachers during the term of this Agreement.

6.4 Negotiation Procedures

Within ninety (90) days prior to the expiration of this Agreement, upon written request of either party, the parties will promptly meet to begin negotiating a new agreement.

In response to reasonable requests, the Board agrees to furnish the Association all the information that will assist the Association in developing intelligent, accurate, informed, and constructive programs, together with information which may be necessary for the Association to process any grievances or complaint and necessary to the bargaining process.

6.5 Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extend permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet no later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

6.6 Term of Agreement

This Agreement between the Board of Education of the Center Line Public Schools and MEA-NEA Local 1 shall remain in full force and effect from the 1st day of September 1997 until and including the 31st day of August 2000.

6.7 School Calendars

1997 - 1998	183 student days, 187 teacher days
1998 - 1999	183 student days, 187 teacher days
1999 - 2000	183 student days, 187 teacher days

(See Appendix H)

6.8 Contract Ratification

The signatures affixed to this Master Agreement between the Board and the Association verify the ratification of the Agreement by both parties.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective and proper officers, duly authorized, on the 15th day of May, 1997 by the Board and on the 12th day of Meanness and 1.

FOR THE BOARD:

Orthur Napolitan Juny Hoson, skir

Vicky Cashin Secretary

Secretary

FOR THE ASSOCIATION:

Witness Chairperson MEA/NEA Local

Witness Executive Director, MEA/NEA Local 1

Susan J. Hoard
Witness
President, CLEA

APPENDIX A-1 Salary Schedule 1997 - 1998

Years Credit on Schedule	B.A. Degree	B.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	M.A. Degree	M.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	Post Master's (5.3N)
0.0	31,723	32,815	35,869	36,892	38,195
0.5	33,227	34,321	37,975	38,498	40,431
1.0	34,729	35.828	39,022	40,102	41,536
1.5	36,239	37,332	40,126	41.235	42,710
2.0	37,738	38,843	41,217	42,360	43,890
2.5	38,692	39.787	42,389	43.559	45,127
3.0	39,637	40.732	43,552	44,756	46,362
3.5	40,629	41.727	44,785	46,025	47,672
4.0	41,413	42,501	45,786	47,052	48,750
4.5	42,450	43,540	47,077	48,384	50,131
5.0	43,696	44.799	48,613	49,956	51,756
5.5	44,799	45,897	49,972	51,367	53,219
6.0	45,890	46.980	51,360	52.786	54,682
6.5	47,030	48,125	52,805	54.270	56,228
7.0	48,178	49,277	54,260	55.758	57,772
7.5	49,383	50,477	55,797	57,333	59,411
8.0	50,585	51.684	57,323	58,906	61,039
8.5	51,853	52,952	58,931	60,571	62,767
9.0	53,119	54,210	60,564	62,234	64,481
9.5	54,452	55,542	62,273	63,994	66,302
10.0	55,779	56,869	63,980	65,749	68,134

APPENDIX A-2 Salary Schedule

1998 - 1999

Years Credit on Schedule	B.A. Degree	B.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	M.A. Degree	M.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	Post Master's (5.3N)
0.0	32,357	33,471	36,586	37,630	38,959
		35,007	38,735	39,268	41,240
0.5	33,892	36,545	39,802	40,904	42,367
1.0	35,424		40.929	42,060	43,564
1.5	36.964	38.079		43,207	44,768
2.0	38,493	39,620	42,041		46,030
2.5	39,466	40,583	43,237	44,430	
3.0	40,430	41,547	44,423	45,651	47,289
3.5	41,442	42,562	45,681	46,946	48,625
4.0	42,241	43,351	46,702	47,993	49,725
4.5	43,299	44,411	48,019	49,352	51,134
5.0	44,570	45,695	49,585	50,955	52,791
5.5	45,695	46,815	50,971	52,394	54,283
6.0	46,808	47,920	52,387	53,842	55,776
6.5	47,971	49,088	53,861	55,355	57,353
7.0	49,142	50,263	55,345	56,873	58,927
	50,371	51,487	56,913	58,480	60,599
7.5	51,597	52,718	58,469	60,084	62,260
8.0			60,110	61,782	64,022
8.5	52,890	54,011		63,479	65,771
9.0	54,181	55,294	61,775		(3)
9.5	55,541	56,653	63,518	65,274	67,628
10.0	56,895	58,006	65,260	67,064	69,497

APPENDIX A-3
Salary Schedule
1999 - 2000

Years Credit on Schedule	B.A. Degree	B.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	M.A. Degree	M.A. Plus 20 Sem. Hrs. (30 Term Hrs.)	Post Master's (5.3N)
0.0	33,328	34,475	37,684	38,759	40,128
0.5	34,909	36,057	39,897	40,446	42,477
1.0	36,487	37,641	40,996	42,131	43,638
1.5	38,073	39,221	42,157	43,322	44,871
2.0	39,648	40,809	43,302	44,503	46,111
2.5	40,650	41,800	44,534	45,763	47,411
3.0	41,643	42,793	45,756	47,021	48,708
3.5	42,685	43,839	47,051	48,354	50,084
4.0	43,508	44,652	48,103	49,433	51,217
4.5	44,598	45,743	49,460	50,833	52,668
5.0	45,907	47,066	51,073	52,484	54,375
5.5	47,066	48,219	52,500	53,966	55,911
6.0	48,212	49,358	53,959	55,457	57,449
6.5	49,410	50,561	55,477	57,016	59,074
7.0	50,616	51,771	57,005	58,579	60,695
7.5	51,882	53,032	58,620	60,234	62,417
8.0	53,145	54,300	60,223	61,887	64,128
8.5	54,477	55,631	61,913	63,635	65,943
9.0	55,806	56,953	63,628	65,383	67,744
9.5	57,207	58,353	65,424	67,232	69,657
10.0	58,602	59,746	67,218	69,076	71,582
	: T	STORES SECTION	· · · · · · · · · · · · · · · · · · ·	ಬಹುದಾ ಕುದುರು ದುಗ	300 -3 -00-35

APPENDIX B

1989-90 Salary Schedule

At the beginning of the 1989-90 school year, there will be a six percent (6%) increase at every step and lane of the salary schedule. In June of 1990, there will be a cost-of-living adjustment based on the following formula:

> Each teacher shall receive a cost-of-living adjustment (COLA) as a deferred salary increase based upon the percentage rise in the revised consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereinafter referred to as the CPI. The amount of the deferred salary increases shall be the dollar equivalent of the percentage increase--rounded to the nearest one-tenth of one percent--of the CPI, multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April 1988 from the CPI of April 1989, and the remainder shall then be divided by the CPI of April 1988. The resulting amount of money shall then be paid, rounded to the nearest \$1, to each teacher no later than June 30, 1990. Such payment shall be made a part of the teacher's regular 1989-90 salary and folded into the 1989-90 salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The limit of the increase from this computation shall be 1.1% (no less than 1.1% will be paid June 30, 1990).

Detroit CPI 210 April 1988 EXAMPLE: Detroit CPI 218

April 1989

218 divided by 210 = 1.0381Cap of 1.1%

Multiply each step on the salary schedule

by 1.1%

(Appendix B does not apply to this successor Master Agreement)

Coaches Pay Schedule 1997 - 1998

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
	320			
0	A	2,094	1,768	1,361
	В	2,583	2,178	1,681
	С	3,006	2,592	1,989
	D	3,556	3,003	2,309
	E	4,047	3,412	2,625
1	A	2,204	1,864	1,434
	В	2,715	2,295	1,768
	С	3,230	2,732	2,103
	D	3,746	3,165	2,438
	E	4,253	3,597	2,770
2	A	2,316	1,959	1,511
_	В	2,859	2,416	1,863
	C	3.398	2,869	2,212
	D	3,934	3,329	2,564
	E	4.480	3,780	2,930
	2	1.100	3,700	2,750
3	A	2,443	2,061	1,591
	В	3,008	2,514	1,956
	C	3,578	3,024	2,330
	D	4,144	3,506	2,695
	E	4,711	3,990	3,063
4	A	2,570	2,165	1,671
	В	3,169	2,674	2,059
	C	3,768	3,173	2,445
	D	4.369	3,683	2,837
	E	4,963	4,190	3,227
5	A	2,700	2,284	1,760
	В	3,332	2,818	2,165
	Č	3,961	3,351	2,572
		4,591	3,884	2,989
	D E	5,219	4,418	3,398
2004				
6	Α	2,847	2,405	1,854
	В	3,509	2,967	2,281
	C	4,169	3,527	2,715
	D	4,833	4,083	3,153
	E	5,468	4,645	3,584

--continued--

Coaches Pay Schedule (continued) 1997 - 1998

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
7	A	3,003	2,530	1,953
,	В	3,700	3,117	2,405
	C	4,396	3,709	2,859
	D	5,096	4,306	3,312
	E	5,795	4,893	3,768
8	Α	3,156	2,656	2,050
0	В	3,896	3,295	2,527
	č	4,627	3,902	3,008
	D	5,367	4,527	3,483
	E	6,098	5,141	3,961
9	Α	3,328	2,800	2,159
9	В	4,097	3,454	2,656
	č	4,867	4,110	3,166
	D	5,645	4,759	3,665
	E	6,420	5,414	4,169
10	Α	3,496	2,948	2,276
10	В	4,314	3,643	2,801
	Č	5,127	4,322	3,331
	D	5,943	5,015	3,865
	E	6,759	5,700	4,388

Coaches who would receive a reduction in their 1977-78 coaching pay on the above schedule would continue to be paid as provided in the 1976-77 Master Agreement. This provision shall pertain as long as any coach continues to coach the same sport he/she coached during the 1977-78 school year.

Each year the rate of increase applied to the regular salary schedule will also be applied to the schedule shown above.

The categories are defined as follows:

A - 8 - 9 weeks B - 10 - 11 weeks C - 12 - 13 weeks D - 14 - 15 weeks E - 16 - 17 weeks +

To determine the applicable category, determine the weeks from the first OFFICIAL contest to the date of the FINAL contest. To this, add four (4) additional practice weeks. If one runs official practices during summer weeks, the individual will be given double credit for those weeks (e.g., three weeks of practice equals six (6) weeks credit.) The maximum practice weeks allowable for credit -- four (4).

Coaches Pay Schedule 1998 - 1999

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
			0.0000	8 828
0	Α	2,136	1,803	1,388
	В	2,634	2,221	1,715
	C	3,127	2,644	2,029
	D	3,627	3,063	2,355
	E	4,128	3,480	2,678
1	Α	2,248	1,901	1,463
_	В	2,770	2,341	1,803
	C	3,295	2,786	2,145
	D	3,821	3,228	2,487
	E	4,338	3,668	2,826
	101	2.262	1 000	
2	A	2,363	1,999	1,541
	В	2,916	2,465	1,900
	С	3,466	2,927	2,257
	D	4,013	3,396	2,616
	E	4,569	3,856	2,989
3	Α	2,492	2,103	1,623
	В	3,068	2,565	1,995
	C	3,650	3,085	2,376
	D	4,227	3,576	2,749
	E	4,806	4,070	3,124
4	Α	2,622	2,209	1,704
31	В	3,233	2,728	2,101
	C	3,843	3,237	2,494
	D	4,456	3,757	2,893
	E	5,063	4,274	3,292
5	A	2,754	2,329	1,795
	В	3,399	2,875	2,209
	C	4,040	3,418	2,624
	D	4,683	3,962	3,048
	E	5,324	4,506	3,466
6	Α	2,904	2,453	1,891
	В	3,579	3,027	2,326
	C	4,252	3,598	2,770
	D	4,929	4,165	3,216
	E	5,578	4,738	3,656

--continued--

Coaches Pay Schedule (continued) 1998 - 1999

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
7	A	3,063	2,580	1,992
,	R	3,774	3,179	2,453
	B C	4,484	3,783	2,916
	D	5,198	4,393	3,378
	D E	5,911	4,991	3,843
9	A	3,219	2,709	2,091
8	В	3,974	3,360	2,577
	C	4,719	3,980	3,068
	D	5,475	4,617	3,553
	E	6,220	5,244	4,040
~	×	3,395	2,856	2,203
9	A B	4,179	3,523	2,709
	C	4,965	4,192	3,229
	D	5,758	4,855	3,738
	E	6,548	5,522	4,252
		3,565	3,007	2,321
10	A B	4,400	3,716	2,857
	C	5,229	4,408	3,398
		6,061	5,116	3,942
	D E	6,894	5,814	4,476
	E	0,074	3 7.9 5%	

Coaches who would receive a reduction in their 1977-78 coaching pay on the above schedule would continue to be paid as provided in the 1976-77 Master Agreement. This provision shall pertain as long as any coach continues to coach the same sport he/she coached during the 1977-78 school year.

Each year the rate of increase applied to the regular salary schedule will also be applied to the schedule shown above.

The categories are defined as follows:

A - 8 - 9 weeks B - 10 - 11 weeks C - 12 - 13 weeks D - 14 - 15 weeks E - 16 - 17 weeks +

To determine the applicable category, determine the weeks from the first OFFICIAL contest to the date of the FINAL contest. To this, add four (4) additional practice weeks. If one runs official practices during summer weeks, the individual will be given double credit for those weeks (e.g., three weeks of practice equals six (6) weeks credit.) The maximum practice weeks allowable for credit -- four (4).

Coaches Pay Schedule 1999 - 2000

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
//se		2.200	1.057	1 420
0	A	2,200	1,857	1,430
	В	2,713	2,288	1,766
	C	3,221	2,723	2,090
	D	3,736	3,155	2,426
	E	4,252	3,585	2,758
1	A	2,316	1,958	1,507
	В	2,853	2,411	1,857
	č	3,394	2,870	2,210
	D	3,936	3,325	2,561
	E	4,469	3,779	2,910
	-	,, ,,,,,,	55 MA/0.5	
2	A	2,434	2,059	1,587
	В	3,004	2,539	1,957
	C	3,570	3,014	2,324
	D	4,133	3,498	2,694
	E	4,707	3,971	3,079
2		2.567	2.166	1 672
3	A	2,567	2,166	1,672
	В	3,160	2,642	2,055
	С	3,759	3,177	2,448
	D	4,354	3,683	2,831
	Е	4,950	4,192	3,218
4	A	2,700	2,275	1,755
-	В	3,329	2,810	2,164
	Č	3,959	3,334	2,569
	D	4,590	3,870	2,980
	E	5.214	4,402	3,391
5	A	2,837	2,399	1,849
	В	3,501	2,961	2,275
	C	4,161	3,520	2,703
	D E	4,823	4,081	3,140
	E	5,483	4,641	3,570
2	2	2.001	2 527	1,948
6	A	2,991	2,527	2,396
	B C	3,686	3,117	2,853
	C	4,380	3,706 4,290	3,312
	D	5,077	4,880	3,766
	Е	5,745	4,000	3,700

--continued--

Coaches Pay Schedule (continued) 1999 - 2000

Step	Category	Varsity	Assistant & Jr. Varsity	Middle School & 9th Grade
				2.052
7	A	3,155	2,658	2,052
	В	3,887	3,275	2,527
	C	4,619	3,896	3,004
	D	5,354	4,524	3,480
	E	6,088	5,141	3,959
8	A	3,316	2,790	2,154
0	В	4,094	3,461	2,654
	c	4,861	4,099	3,160
	D	5,639	4,756	3,660
	E	6,406	5,401	4,161
•	A	3,497	2,942	2,269
9	В	4,305	3,628	2,790
	Č	5,114	4,318	3,326
	D	5,930	5,000	3,850
	E	6,745	5,688	4,380
10	Α	3,672	3,097	2,391
10	В	4,532	3,828	2,943
	C	5,386	4,540	3,500
	D	6,243	5,269	4,060
	E	7,101	5,988	4,610

Coaches who would receive a reduction in their 1977-78 coaching pay on the above schedule would continue to be paid as provided in the 1976-77 Master Agreement. This provision shall pertain as long as any coach continues to coach the same sport he/she coached during the 1977-78 school year.

Each year the rate of increase applied to the regular salary schedule will also be applied to the schedule shown above.

The categories are defined as follows:

A - 8 - 9 weeks B - 10 - 11 weeks C - 12 - 13 weeks D - 14 - 15 weeks

E - 16 - 17 weeks +

To determine the applicable category, determine the weeks from the first OFFICIAL contest to the date of the FINAL contest. To this, add four (4) additional practice weeks. If one runs official practices during summer weeks, the individual will be given double credit for those weeks (e.g., three weeks of practice equals six (6) weeks credit.) The maximum practice weeks allowable for credit -- four (4).

APPENDIX D

Special Programs

The following positions will be paid at the BA level, Step 0:

Cheerleading:			
Senior		5%	
Middle School		2%	
Safety Patrol		3 %	
Service Squad		1.5	%
Senior Sponsors		4%	
Junior Sponsors		4%	
Sophomore Sponsors	3 %		
Freshman Sponsors	2 %		
Yearbook Sponsor		5%	Middle School
		8%	*High School

^{*}OR the teacher may elect a planning period for the 1st semester when both Yearbook and Journalism are taught by the same teacher. Otherwise, 5% of the B.A. level, Step 0 would be paid for the high school when Yearbook is not taught by the same teacher.

The bank of money for club sponsors will increase as follows:

1990-91	\$1,600
1991-92	\$1,650
1992-93	\$1,700

Other pay:

Drama Club	1 %	
Assistant Drama Club	5 %	
Directing Plays or Operettas		
(with approval of principal)	\$100	
Building Coordinator	\$500	Elementary
1.000 (2.700 (2.44 t.) = 0.700 (2.44 t.) = 0.000 (2.45 t.) = 0.000 (2.45 t.)	\$200	Middle School
	\$200	High School

APPENDIX E

Specialized Services

School Psychologist 0-5 years \$ 750 6 or more years \$1,250

Persons employed in the 1981-82 school year will continue to be paid the above amounts. Any person employed after these dates will not.

Co-op Coordinator	1/40 base salary per extra week
Secondary Band 6th Grade 7th Grade 8th Grade High School Band High School Marching Band High School Jazz Band	1% 1% 2% 4% 2% 1% BA, Step 0
High School Vocal Teacher	5%
Counselor	1/40 base salary per extra week

Department Heads - Rate will increase \$1 per year per section for each consecutive year served in the capacity. (\$10.00 per hour/base)

First Year - \$10 Second Year - \$11 Third Year - \$12 Fourth Year - \$13

APPENDIX F

Extracurricular Activities

Chaperoning pupils to sporting events away from home (including bus trip); monitoring concerts, plays, etc. (not including the selling of tickets); sponsoring bowling league.

		1990-91	1991-92	1992-93
Chaperones	per event	\$11.50	\$12.00	\$12.50
Senior High Dances	per event	15.00	15.50	16.00
Middle School Dances	per event	12.50	13.00	13.50

APPENDIX G

Special Teaching Assignments

Section 3.1, I - After school in-service: \$12.50 per hour - Leave time deducted if absent.

Teaching special work session or summer school: \$12.50 per hour base; \$0.35 increase per year for each consecutive year taught by the individual.

1 year - \$12.50

2 years - \$12.85

3 years - \$13.20

Driver's Training: \$12.50 per hour base: \$0.35 increase per year for each consecutive year taught by the individual.

1 year - \$12.50

2 years - \$12.85

3 years - \$13.20

Driver Education Coordinator: \$1,200 per year (base amount) - This amount will be increased at the rate of \$50 per year for each consecutive year performed by the individual in this specific position.

Lunchroom duty and social adjustment supervisor will increase \$.25 per consecutive year performed by the individual: \$7.50 per hour base.

1 year - \$7.50

2 years - \$8.00

3 years - \$8.50

Regular 6th period assignment:

Secondary - \$2,000

Faculty Manager:

Center Line High School

\$2,000 per released hr.

Wolfe Middle School

\$2,000 per year

These stipends will be increased at the rate of \$100 per year of continuous service in this specific position. (Current employees would not be reduced in compensation.)

Substituting for another teacher will be paid at the following rate:

1997-1998 (\$25.80)

1998-1999 (\$26.32)

1999-2000 (\$27.11)

Mileage for School Business:

.15 per mile

Intramural's will be paid on the basis of a sliding scale:

3 weeks - \$ 78

5 weeks - \$130

7 weeks - \$182

4 weeks - \$104

6 weeks - \$156

8 weeks - \$210

Swimming pool supervisor and auditorium supervisor will increase \$.25 per consecutive year performed by the individual: \$7.50 per hour base.

1 year - \$7.50

3 years - \$8.00

5 years - \$8.50

2 years - \$7.75

4 years - \$8.25

6 years - \$8.75

6th grade approved camp program: \$50 per teacher/per year

APPENDIX H

TIME

Time will be added to meet the state requirement of student instruction time.

1997-1998 Center Line High School - No change in minutes/hours of instruction.

Wolfe Middle School - No change in minutes/hours of instruction.

Elementary - Add 10 minutes to student instruction time. Teacher lunch changes from 45 minutes to 35 minutes. Section 3.1, B.1, page 19. Add 5 minutes to student instruction time. Staff released 25 minutes after student dismissal.

Early Childhood Center - Student time will be 2 hours, 53 minutes.

1998-1999 Center Line High School - Add 5 minutes to student instruction time.

Wolfe Middle School - No change in minutes/hours of instruction.

Elementary - Add 5 minutes to student instruction time. Staff released 20 minutes after student dismissal.

Early Childhood Center - Student time will be 2 hours, 55 minutes.

No Give an Hour, Take an Hour - balance of contract.

1999-2000 Center Line High School - Add 14 minutes to student instruction time.

Wolfe Middle School - Add 8 minutes to student instruction time.

Elementary - Add 15 minutes to student instruction time. Reduce teacher lunch to 30 minutes. Staff released 15 minutes after student dismissal.

Early Childhood Center - Student time will be 3 hours, 2 minutes.

* THE SCHOOL DISTRICT has the option to adjust starting times and/or ending times, within a 7 hour 30 minute day to meet our state requirements.

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Students Months

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	(

Students and Staff	•	
Half Day Students		
Staff - No Students	0	
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CENTER LINE PUBLIC SCHOOLS 1999 - 2000 SCHOOL CALENDAR

[REVISED - June 15, 1999]

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20	20	
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Staff - No Students	nsatory Days	(No Students / No Staff) Vacation Days
	Students 6 20 20	Students 6 20

Month	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Students	9	20	20	19	13	20	18	23	14	22	9	181
Teachers	7	20	21	20	13	21	19	23	14	22	7	187



Letter of Agreement Between Center Line Public Schools and MEA/NEA Local 1 for the Center Line Education Association

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1 ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning the SOUTHWEST MACOMB TECHNICAL EDUCATION CONSORTIUM.

- 1. The parties acknowledge the fact that the Van Dyke Public Schools has taken over the operation of the Vocational and Technical Education Consortium Programs at the Center Line High School on behalf of the Southwest Macomb Technical Education Consortium (also known as the Southwest Macomb Area Vocational Consortium), as reflected in the attached Recognition Statement and Collective Bargaining Agreement between the Van Dyke Public Schools and the Association.
- 2. The Board and the Association agree to accommodate and abide by the provisions of the Collective Bargaining Agreement between the Van Dyke Public Schools and the Association. They further understand and agree that in implementing the Van Dyke Voc-Tech and the Center Line Master Agreements with the Association, the parties shall consider and deal with the Voc-Tech Unit and the Center Line Unit as one bargaining unit.
- Insurance coverage (other than workers compensation and unemployment insurance) and selected fringe benefits for teachers and other bargaining unit members in the Voc-Tech Unit shall continue to be provided through the Center Line Public Schools, to be reimbursed by the Van Dyke Public Schools as appropriate.
- 4. The Board agrees to notify the Association of any lawsuit filed against the Board involving a Voc-Tech bargaining unit member.
- 5. The parties agree that any grievance or dispute related to the initial implementation of this Interim Amendment which cannot be resolved by the parties shall be submitted by either party to binding arbitration to Arbitrator Barry Brown. The parties and arbitration shall proceed to resolve such grievance or dispute as reasonably expeditiously as circumstances allow. In other respects, the rules of the American Arbitration Association shall apply.
- 6. The parties agree that up through the date of this Agreement, no staff member positions have been lost in the teacher bargaining unit covered by the Master Agreement between the parties as a result of the Voc-Tech Consortium. The Board agrees that no staff members in said bargaining unit shall be laid off or lose salary, or fringe benefits as a result of the Board's participation in the Voc-Tech Consortium Programs at Center Line High School.
- 7. Teachers in the Voc-Tech Unit who were employed by the Center Line Public Schools immediately before becoming part of the Voc-Tech Unit shall be on a leave of absence from the Center Line Public Schools; however, they shall continue to accrue seniority under the Master Agreement between the Center Line Public Schools and the Association.

President

The effective date of this Agreement is July 1, 1993.

Rule Fall	D: 3,28.99
Board President	(Date)
Jan Jasurski Board Secretary	3/28/94 (Date)

Letter of Agreement Between Center Line Public Schools and MEA-NEA Local 1 for the Center Line Education Association

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning the MATH/SCIENCE CONSORTIUM.

- 1. The parties acknowledge that the Board is a participating district in the Math/Science Consortium programs at the Macomb Mathematics/Science Technology Center ("Math/Science Center").
- 2. The parties agree that up through the date of this agreement no staff member positions have been lost in the teacher bargaining unit covered by the Master Agreement between the parties as a result of the Math/Science Consortium. The Board agrees that no staff member in said bargaining unit shall be laid off or lose salary of fringe benefits as a result of the Board's participation in the Math/Science Consortium programs at the Math/Science Center.
- 3. Upon written notification by the Association, the Board shall exercise its option to withdraw from the Math/Science Consortium as provided in the Macomb Mathematics/Science Technology Center Consortium Agreement. Such withdrawal shall not affect the Board's right to enter into new or different consortium agreements. The Association will be notified if the Board enters into a new Mathematics/Science Technology Center Consortium Agreement.
- 4. In the event that more than five (5) new students per year from the District seek to enroll in the Math/Science Consortium programs, the Board shall so advise the Association within five (5) days. Thereafter, upon the request of the Association, the Board shall meet and confer with the Association within five (5) days to negotiate as to the handling and/or ramifications of such students seeking to enroll in the Math/Science Consortium program.

The effective date of this Agreement is August 31, 1993.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

Board President

(Date)

LI II

Roard Secretary

CLEA President

and 1 Propidline

Letter of Agreement Between Center Line Public Schools and MEA-NEA Local 1 for the Center Line Education Association

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning the WHITTLE CHANNEL ONE PROGRAM.

- 1. The class periods of the high school day excluding the lunch periods will be shortened three (3) minutes. The resulting time will be combined to form a period of twenty (20) minutes to be used for the program and various homeroom activities. As a result of this change, teacher planning periods will be reduced an equal amount during those periods. Teachers assigned planning during the second period will be assigned to assist a specific teacher during the Channel 1 homeroom time period.
- 2. Every effort will be made to rotate planning periods (subject to program needs) so that over a period of time all teachers will have an equalized amount of planning time.
- 3. If for any reason the program is discontinued, both parties agree to return to the school day schedule as outlined in the 1993-95 Master Agreement.

The effective date of this Agreement is August 31, 1993.

FOR THE SCHOOL BOARD:

FOR THE ASSOCIATION:

President

(Date) President

Letter of Agreement Between Center Line Public Schools and MEA-NEA Local 1 for the Center Line Education Association

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning the WOLFE MIDDLE SCHOOL PROGRAM - EIGHT PERIOD SCHEDULE.

- The parties agree that Wolfe Middle School shall operate an eight period schedule within a normal six (6) hours and thirty (30) minutes teaching day. This modification will result in the teaching of;
 - a) six periods (including lunch & S3 Student Skills and Strategies)
 - b) one period for team planning
 - c) one period for preparation, conference and evaluation
 - d) fifteen minute teacher responsibility time before classes begin
 - e) ten minute teacher responsibility time after the dismissal of students
- This modification represents a site based decision as provided under Section 2.11 of our master agreement.
- 3. At the end of the first semester in the 1994-95 school year, a survey will be provided to the Wolfe Middle School teachers, to help evaluate this program.

FOR THE SCHOOL BOARD:

Rund and Falls 3-28-94

Board President (Date)

FOR THE ASSOCIATION:

CLEA President (Date)

And Market 3-16-94

Board Secretary (Date)

FOR THE ASSOCIATION:

CLEA President (Date)

(Date)

AAN/vic CLEA\LtrUnder\8Pd.Day 2/1/94

Letter of Agreement Between Center Line Public Schools and MEA-NEA Local 1 for the Center Line Education Association

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning MENTORS.

The school district shall comply with P.A.s 59 and 60 of 1993. The district accepts its responsibility to select and assign a mentor for each probationary teacher.

- 1. A mentor will be selected, using the following guidelines:
 - a. A current staff member, a retired teacher or administrator from Center Line within the last three years.
 - b. Five years of classroom experience.
 - c. A bargaining unit member may serve as a mentor.
 - d. Knowledgeable in the pedagogy of teaching.
 - e. Attendance at workshops beyond the school day shall be voluntary.
- Compensation \$18 per hour for bargaining unit member hours outside the "normal" work day. Hours in excess of eight must have school district approval. (Any bargaining unit member who uses release time or preparation time would not receive extra compensation for that time.)
- 3. A mentor shall not be directly involved in the formal evaluation process.
- 4. A probationary teacher shall not be directly involved in the evaluation of his/her mentor.
- Selection or non-selection as a mentor is non-grievable.
- Mentors who are not members of the bargaining unit are excluded from the recognition clause in our Master Agreement. The effective date of this Agreement is January 20, 1995.

FOR THE SCHOOL BOARD:	FOR THE ASSO	CIATION:
Rule Falk 2.	13-73 Rechal	Devel 1-30-95
Board President	(Date) CLEA President	(Date)
Harry Growski 2	-27-95 In Bar	Maglier 1-30-95
	(Date) Local 1 Presiden	77
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Letter of Agreement
Between
Center Line Public Schools
and
MEA-NEA Local 1 for the Center Line Education Association

The Center Line Public Schools Board of Education ("Board") and the CLEA/MEA-NEA Local 1, ("Association" or "Local 1") hereby agree to the following Letter of Agreement concerning CHARTER SCHOOLS.

The school district shall comply with the State of Michigan Public Act (Senate Bill No. 896) as it relates to charter schools. In the event that the Board of Education considers the authorization of a Public School Academy or Charter School as defined in the Michigan Statute, the MEA-NEA Local 1, Center Line Education Association will be given prior notice. The Association shall be provided an opportunity to negotiate on the impact of any district-authorized charter school.

FOR THE SCHOOL BOARD:

Rahi Falifam 2-13

Board President (Date)

Hary Hadawshi 2-27-95

FOR THE ASSOCIATION:

CLEA President

1 1

Local 1 President

