

8/14/97

Albion Public Schools

MASTER AGREEMENT
between the
ALBION BOARD OF EDUCATION
and the
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION/AEA-MEA-NEA

August 15, 1994 - August 14, 1997

**Albion Education Association
Albion Public Schools
Albion, Michigan**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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PREAMBLE

This Agreement is entered into this 15th day of August 1994, by and between the Board of Education of Albion Public Schools, Calhoun and Jackson Counties, Michigan, hereinafter called the "Board", and the South Central Unified Bargaining Association/MEA/NEA, hereinafter called the "Association."

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Albion is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board of Education has a statutory obligation pursuant to the Public Employee Relations Act 379 of Michigan Public Acts of 1965, amending Act 336 of Public Acts of 1947, to negotiate with the Association with respect to rates of pay, wages, hours, terms and conditions of employment, and

Whereas, the parties have reached certain understandings through good faith negotiations and desire to confirm these understandings pursuant thereto,

Therefore, the parties desire to execute the following mutual covenants:

ARTICLE I

RECOGNITION

A. Definition of the Bargaining Unit:

The Board hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Section 11 of the Michigan Public Employment Relations Act, Act 379 of Michigan Public Acts of 1965 amending Act 336 of Michigan Public Acts of 1947, for all professional personnel certified by the Michigan Department of Education, whether under contract, on leave, newly employed, re-employed, on tenure or on probation, in the positions of classroom teachers, guidance counselors, librarians, school psychologists, school diagnosticians, family living consultants, sex hygiene teachers, department chairpersons (if teachers), committee chairpersons (if teachers), art specialists, music specialists, physical education specialists, special education teachers, A-V specialists (if said person possesses a teaching certificate), remedial reading specialists and/or consultants, driver education teachers (if teachers), adult education teachers and federally funded teachers (as hereinafter defined), athletic directors (if teachers), vocational directors (if teachers), instructional lab directors (it is agreed that the three lab directors as identified in Arbitration Case No. 54 39 0322 81 are not in the bargaining unit, but when a new director is assigned to any of these positions, that position shall become part of the bargaining unit), vocational teachers, and school social workers but excluding those specified in section B below.

B. Exclusions from the Bargaining Unit:

- 1. All persons designated as full-time administrators, directors, supervisors, such as superintendent of schools, building principals, directors of business, personnel, in-service, instruction, recreation, and their assistants.**
- 2. Any teacher who is also a part-time administrator, supervisor or assistant shall be excluded from this Agreement for that time served in such position.**
- 3. All persons for the time that they work as para-professionals (teacher aides), and including Albion College Work-Study and Reach programs.**
- 4. Per diem substitutes.**

C. Newly Created Positions:

All newly created professional positions shall be within the bargaining unit unless the positions are supervisory as defined in Act 379 of Michigan Public Acts of 1965, and recent and current interpretations by the Michigan Employment Relations Commission.

- D. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.**
- E. Nothing contained herein shall be construed to deny or restrict any teacher the rights he may have under Michigan General School Laws or under policies, rules, and regulations of the Board of Education.**

F. Definitions:

- 1. Whenever the word "Association" is used, it shall mean the South Central Unified Bargaining Association solely in its representative capacity as recognized in Section A, above.**
- 2. Whenever the word "Board" is used, it shall mean the Board of Education of the Albion Public Schools or its administrative staff.**
- 3. Whenever the word "Teacher" is used, it shall mean all professional personnel and/or certified personnel within the bargaining unit as defined in Article I, Section A, of this Agreement.**
- 4. Certified Personnel means personnel with Michigan Teaching Certificates or Permits as spelled out in the State of Michigan General School Laws, as amended.**
- 5. Newly Employed Personnel shall mean any teacher employed by the Board of Education for the first time, who has signed any kind of contract and whose name has appeared in the official Board minutes for employment. Said persons meeting the above conditions shall be subject to the provisions of the Agreement currently in effect.**

6. **Re-employed Personnel** shall mean any teacher employed by the Board of Education who has previously been employed as a teacher by the Board. Said persons meeting the above conditions shall be subject to the provisions of the Agreement currently in effect.
7. **Supervisor** is a person as defined in Act 379 of Michigan Public Acts of 1965, and recent and current interpretations handed down by the Michigan Employment Relations Commission.
8. **Adult Education Teacher** is a certified person teaching either credit or non-credit adult education courses. Non-certified persons teaching non-credit adult education courses shall be excluded from this Agreement.
9. **Federally Funded Teacher** is a person teaching in the Albion Public Schools who is partly or fully paid with Federal Funds.

ARTICLE II

TEACHER, ASSOCIATION, AND BOARD RIGHTS

- A. The teacher and the Association, as the exclusive bargaining representative of the teacher, shall have and enjoy all the rights and privileges granted to them by Act 379 of Michigan Public Acts of 1965, amending Act 336 of Public Acts of 1947, and by other applicable Michigan statutes now or hereafter enacted except as expressed or limited by the terms of this Agreement.
- B. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 1. To executive management and administrative control of school system and its properties and facilities, and activities of its employees while on employer's time;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. To establish such grades, schools and courses of study, including special programs, athletic programs, recreational programs and social events for students as it shall deem necessary or desirable for the maintenance and improvement of public education;
 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignment of teachers with respect thereto, and with respect to administrative and non-teaching activities related to the school, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and shall be in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. Facilities:

1. **Members of the Albion Education Association shall have the right to use school building facilities at all reasonable hours for meetings, according to the general policies and rules established by the Board.**
2. **No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association while on school premises.**
3. **The Board shall provide one bulletin board in each building to be placed in the teachers' lounge of the Association's choice for the exclusive use of the Association. The Association will assume full responsibility for the bulletin board and all materials placed upon it.**
4. **The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use.**
5. **The Association will have the right to use the school district mail service, public address systems, and teacher mail boxes for communications to teachers. All materials placed by the Association in teachers' mailboxes shall be identified as AEA materials, and the Association will assume full responsibility for said materials.**

The above statement shall not be construed to mean that the Board agrees to furnish public address systems in buildings where they are not presently available.

6. **Vending machines may be installed in the teachers' lounges at the request of the Association and will be maintained by the Association without cost to the Albion Public Schools.**

D. Information:

- 1. The Board agrees to make available, for examination, to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including county allocated budgets); agendas, accompanying reports (except those which are private and privileged), and minutes of all Board meetings (sent to three members of the Association as determined by the Association at the same time they are distributed to members of the Board), treasurer's reports; census and membership data; name and addresses of all teachers and salaries paid thereto; educational background, certification and tenure status of all teachers; and such other information, excluding private and/or privileged communications, as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.**
- 2. The Association agrees to reimburse the Board for any reasonable extra expense incurred in furnishing materials, or making the records available to the Association.**

- E. Teachers shall be entitled to full rights of citizenship. No religious or political activity of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged in on the teacher's own time or on such school time as may be mutually agreed upon between the Board and the teacher. The private and personal life of any teacher is not within appropriate concern or attention of the Board unless, in the Board's opinion, it directly affects the teacher's classroom teaching.**
- F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause in accordance with the Constitution and laws of the United States and the State of Michigan.**
- G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary or capricious and without regard to race, creed, religion, color, national origin, age, sex, or marital status.**

ARTICLE III

TEACHER WORK LOAD

A. Teachers' Work Day:

1. The teachers' work day shall begin and end as follows:

a. **Elementary teachers K-5:**

1994-95 hours: 8:00 a.m.-11:30 a.m.
12:30 p.m.- 3:30 p.m.

1995-96 and 1996-97 hours: 8:00 a.m.-11:30 a.m.
12:25 p.m.- 3:30 p.m.

- (1) 8:00-8:40 planning time.
- (2) Students will be brought to the teacher's classroom between 8:40 and 8:45 by non-bargaining unit personnel.
- (3) Morning student hours: 8:45-11:30 a.m.
- (4) Duty-free lunch from 11:30-12:25 p.m.*
- (5) Afternoon student hours: 12:25-3:15 p.m.**
- (6) Teacher day ends at 3:30 p.m.
- (7) Gym will be provided K-5 and Junior Primary and will be 45 minutes per week by special service teachers (will require one additional teacher).

**Open school will have a duty-free lunch period of 45 min.
(11:40 a.m.-12:25 p.m.)*

***Open school afternoon student hours: 12:25-3:05 p.m.*

b. **Junior High teachers:** 7:45 a.m.-11:00 a.m.
11:30 a.m.- 2:40 p.m.

c. **Senior High teachers:** 7:55 a.m.- 2:55 p.m.

d. The time schedule set forth above may be modified during the summer and may be modified no more than twice after the start of school for students by the Superintendent or his designee, provided:

- (1) the teachers' normal work day shall not be lengthened;
- (2) the work day shall not begin before 7:45 a.m.;
- (3) the work day shall not end later than 3:45 p.m.;
- (4) the teachers' lunch period shall not be shortened, except that elementary open classroom and junior primary lunch periods and end of day may be shortened by ten (10) minutes in order to accommodate transportation of students; and
- (5) the Association and staff shall be notified in writing no less than five (5) school days in advance of such modification.

2. The teachers' work day will begin at least 10 minutes before the pupils' day.
3. One hour per week may be added to the teacher work day for teacher meetings, in-service meetings, etc. This period shall not come on Friday or on days preceding holidays or vacations. The principal and staff shall attempt to work out the day of the week for these meetings, but the principal may call these meetings upon 24 hours' notice.
4. **Planning Time.** All secondary (6-12) teachers shall be scheduled so as to be free from classroom instructional and supervisory duties at least 50 consecutive minutes per day in addition to their lunch period. All elementary (K-5) teachers shall be scheduled so as to be free from classroom instructional and supervisory duties at least 40 consecutive minutes per day in addition to their lunch period. This period shall be used for educational purposes, including planning and preparation somewhere in the building at the teacher's discretion. To make up for part of the loss of 10 consecutive minutes for planning per day (K-5), the 45 minutes per week for gym shall be used for planning. The Board intends to provide substitutes for elementary gym teacher when available. The Board agrees to attempt to provide substitutes for elementary gym teachers so that elementary teachers are free to use gym time for planning.

For 1994-95: All teachers shall be scheduled so as to be free from classroom instructional and supervisory duties at least 50 consecutive minutes per day in addition to their lunch period. This period shall be used for educational purposes, including planning and preparation somewhere in the building at the teacher's discretion.

5. No teacher shall leave the school grounds during the teacher's work day without consent of the principal with the exception of the lunch period except as provided for elsewhere in this Agreement.
6. All senior high school teachers shall have a duty-free, uninterrupted lunch period of at least 30 minutes between 11:00 a.m. and 1:30 p.m.
7. There shall be a recess plan developed at each elementary school that will be agreeable to staff and principal.
 - a. A shared plan may be developed.
 - b. Other plans consistent with good educational practices may be developed.
8.
 - a. On days preceding holidays or vacations the secondary teacher's day shall end ten (10) minutes after the pupil day ends. On days preceding holidays or vacations the elementary teacher's day shall end fifteen (15) minutes earlier or until time children are on the bus, whichever comes later.
 - b. On Fridays, the secondary teachers' day shall end fifteen (15) minutes early. On Fridays, the elementary teachers' day shall end fifteen (15) minutes earlier or at the time the children are on the bus, whichever comes later.

9.
 - a. An overload shall be defined as the actual instruction and/or supervision of students for at least one additional schedule period per day in addition to the 5 clock hours (300 minutes) as specified in Article III, Section A, subsection 11.
 - b. Teachers with previous teaching experience who are new to the Albion Public School System may be offered overloads only if no current member of the department desires the overload.
 - c. Beginning teachers shall not be given overloads.
 - d. Teachers who accept instructional duties in excess of 5 clock hours (300 minutes) within the teacher's work day shall be compensated for said duties according to the following formula: For each clock hour of additional class period of additional duties the teacher shall be paid 20% of his basic teaching salary (excluding extra-curricular pay) on an annual or per diem basis.
10. **Minutes of Instruction.** The secondary teacher's work day shall include, but not exceed, three hundred five (305) minutes for the instruction and/or supervision of students. The elementary teacher's work day shall include, but not exceed, three hundred thirty-five (335) minutes for the instruction and/or supervision of students.

B. Work Year:

1. The teachers' work year shall be one hundred ninety (190) or one hundred ninety one (191) days, including holidays (depending on whether Good Friday falls during the spring break).
2. The Association and the Board shall negotiate the Teacher-Student calendar for each school year. Schedule D of this Agreement shall include the Teacher-Student calendar for each school year which shall occur during the life of this Agreement. There shall be no deviation from or change in said calendar(s) as printed in Schedule D of this Agreement except by mutual agreement of both parties, or as spelled out in Article III, Section B, subsection 3 of this Agreement.
3. If Michigan Law continues to require that days lost due to conditions beyond the control of school authorities, such as days lost due to inclement weather, fires, epidemics, or health conditions (Act of God Days), not be counted as days of student instruction, then such days when school is closed for students and teachers may be rescheduled to insure that Michigan law regarding the minimum number of days of student instruction is satisfied.

For 1994-95 the rescheduling of such days for any given work year shall occur by modifying that year's calendar found in Schedule D in the following order:

1. The Late-Spring Recess Day.
2. The K-12 Records Day at end of 3rd marking period. (If used as a make-up snow day, the report cards will not be due until the following Wednesday at 8:00 a.m.)

3. Five consecutive week days beginning with the first week day following the scheduled end of the school year for students.
4. Additional consecutive week days as needed, with teachers being paid 1/190th of their regular salary for every 3rd such day added.

If the teacher work day scheduled for the last day of the school year is rescheduled as a day of student instruction, it shall then be rescheduled for the day following the last day of student instruction. There shall be no additional compensation for this rescheduled teacher work day.

Teachers shall work on rescheduled days without additional compensation except as provided in number 4 above. However, if it is necessary to reschedule days due to student unrest, student boycotts, or problems related thereto, each teacher shall be paid 1/190th of his/her regular contractual salary for each day the number of work days is increased.

For 1995-96 and 1996-97 the rescheduling of such days for any given work year shall occur by modifying that year's calendar found in Schedule D in the following order:

1. The K-12 Records Day at end of 3rd marking period. (If used as a make-up snow day, the report cards will not be due until the following Wed. at 8:00 a.m.)
2. Five consecutive week days beginning with the first week day following the scheduled end of the school year for students.
3. Additional consecutive week days as needed, with teachers being paid 1/190th of their regular salary for every 3rd such day added.

If the teacher work day scheduled for the last day of the school year is rescheduled as a day of student instruction, it shall then be rescheduled for the day following the last day of student instruction. There shall be no additional compensation for this rescheduled teacher work day.

Teachers shall work on rescheduled days without additional compensation except as provided in number 3 above. However, if it is necessary to reschedule days due to student unrest, student boycotts, or problems related thereto, each teacher shall be paid 1/190th of his/her regular contractual salary for each day the number of work days is increased.

4. a. Teachers will not be required to report to school on "Act of God" Days (snow days). The Superintendent or his/her designated representative(s) will announce said days through the news media.
- b. If students in a particular building are not required to be in school because of an Act of God, teachers in that building shall not be required to be present either. The school district will then count attendance, for state requirements, on a building basis if the district has less than 70% of the total pupil membership in attendance that day. Only buildings which have less than the state's minimum attendance requirements would have to make up days to assure receipt of full state aid payment.

C. Class Load:

To improve the quality of the instructional program the Board and the Association agree to work cooperatively in an effort to reduce class size.

1. Elementary:

- a. Classroom teachers, excluding junior primary and special education teachers, will be assigned to elementary buildings on a basis of one teacher for each 28 students in grades 1 through 5. If the total number of students in any building when divided by the total number of teachers assigned to that building leaves a remainder of 14 or more children, one additional classroom teacher shall be assigned to that building.**
- b. Kindergarten teachers shall be assigned to elementary buildings on a ratio of one full time, or full time equivalent, kindergarten teacher for every 56 kindergarten children. If the total number of kindergarten children, in any building when divided by the total number of half-time kindergarten teachers in that building leaves a remainder of 14 or more children, one additional half-time kindergarten teacher shall be assigned to the building. Reasonable effort shall be made to keep kindergarten classes at less than 30 children. Reasonable effort shall mean efforts to recruit and employ teachers to achieve this ratio after the enrollment in the fall, if needed. In the event no adjustment is made, the teacher whose classroom is over 30 may refer the problem to the instructional council.**
- c. The enrollment on the 2nd Friday of the new school year shall be used to determine the number of pupils and the number of teachers in achieving this ratio.**
- d. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms.**
- e. The Board shall work toward the elimination of split classes. If split classes are necessary, they shall contain 28 students or fewer, unless the classroom teacher agrees to exceed this number. As much as possible all split classes will be ability level splits.**
- f. A junior primary program with a maximum of 19 students per class may continue and be expanded.**
- g. If necessary to achieve the ratio specified in Article III, Section C, subsection 1a, the portable classroom will be used as the Board determines need.**
- h. The Board will attempt with the help of the administration and teaching staff to balance enrollments between elementary schools which may include moving students, with parents' consent, to elementary buildings where space is available.**

- i. Any complaint as to the cooperative distribution of children by grades and/or by classroom by teacher and principals, as found in Article III, Section C, subsection 1d, shall not be considered a basis for grievance.
- j. After the 4th Friday in September these ratios may be exceeded if:

- (1) All elementary rooms in the system are being used.
- (2) The portable classroom is being used to meet the elementary class ratio.
- (3) The Board of Education does attempt to balance enrollments between schools by asking children to attend a different building, if the parents of the children will consent.

2. Secondary:

- a. (1) The maximum total teaching load per individual teachers in grades 6-12 for other than teachers of performing music groups and typing classes shall be 155 pupils per 5 periods of actual teaching (or pro-rata number of pupils for a lesser or greater number of periods).
- (2) Any elementary grade level below sixth grade housed in a secondary building shall be subject to elementary class size provisions as stated in Article III, Section C, subsection 1a.
- b. Attempts shall be made to reduce the total teaching load to 150 or less students.
- c. The maximum class size except for performing music groups and typing shall be 35 pupils, unless the teacher agrees to exceed the maximum.
- d. Team teaching and large shared group instruction will be exceptions to above Part a and c of Article III, Section C, Part 2.
- e. Shop classes using power equipment shall be limited to 25 pupils.
- f. Pupils in science lab courses, typing courses, industrial arts courses, vocational shop courses, and art courses shall be limited to the number of stations for which the room is equipped. This shall also be the maximum in homemaking when the homemaking room is used for laboratory purposes. The number of students in a beginning cooking class shall not exceed four (4) per kitchen unit unless the teacher agrees to exceed this ratio. Senior High home economics laboratory classes shall not exceed 24 students because of space and equipment limitations.
- g. The number of pupils in vocal and instrumental music courses shall be agreed upon by the building principal and the teacher in regard to the purpose of each group.
- h. Swimming classes shall be limited to 25 students when one instructor is present.

- i. Study halls shall be limited to 60 students per teacher.
- j. The Board recognizes the desirability of remedial (slow-learners), accelerated, and innovative programs. To implement these programs, departments will work with building principals to develop variable class sizes.
- k. These maximum class sizes may be exceeded in emergency situations such as lack of staff, lack of finances, or lack of facilities, provided that the Board and the administration continue actively to attempt to secure adequate staff, adequate financing, and adequate facilities.
- l. Writing classes in grades 7-12 shall be limited to an average per teacher of 25 students per class unless the teacher agrees to exceed this average. The writing classes referred to are presently:

Beginning Writing
Expository Writing
Creative Writing
Journalism
Term Paper
Compact Writing

in Albion's Junior and Senior High Schools. If possible, the principal will assign no more than two writing classes to any given teacher during any one marking period.

3. Special Education:

The number of students assigned to each special education teacher shall not exceed the number of students allowed by state statute and the county (intermediate) plan. The teacher may agree to exceed the above ratios when necessary to implement a program.

D. Teacher Aides:

The Board will attempt to secure non-professional and/or para-professional help for teachers to perform non-professional tasks whenever possible. Teachers will be consulted in the placement of said personnel.

E. Teaching Conditions:

1. a. There will be regularly scheduled fall Parent-Teacher Conferences for grades K-5 in October. A week in October will be designated as Elementary Parent-Teacher Conference Week. Conferences requested by the parent and not able to be handled within the times specified in Schedule D - Student-Teacher Calendar -- will be scheduled by the teacher at the convenience of that parent and teacher at times other than the pupil's day during said week. In the event that a teacher is

absent during the times specified for Parent-Teacher Conference in Schedule D for emergencies beyond the teacher's control, the teacher shall make arrangements for the parent conferences to be held at a later time which is agreeable to both the parent and the teacher, and shall notify the administrator of said conferences. The appropriate amount of paid leave for Parent-Teacher Conferences shall be one day for a day session and 1/2 day for the evening session.

- b. Spring Parent-Teacher Conferences will not be regularly scheduled for all students K-6. If the teacher, parent, and principal feel that a spring Parent-Teacher Conference is desirable to discuss progress of certain individual students, they will be scheduled outside of the pupil's day.
 2.
 - a. Full-time kindergarten teachers shall be released one additional day for fall Parent-Teacher Conferences. Substitute teachers shall be employed for this day.
 - b. Part-time elementary teachers shall be required to spend the appropriate pro-rata time in Parent-Teacher Conferences.
3. The Board agrees at all times to keep all schools properly equipped and maintained according to standards established through policy determination and according to standards required of schools by other appropriate agencies.
4. The parties will confer from time to time for improving the selection and use of educational tools, materials, and supplies such as, but not necessarily limited to, textbooks, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires. When called by either party, one meeting shall be held prior to January 1 and another prior to June 1 of each school year.
5. A separate budget for supplies and equipment for special education shall be provided and made known to special education teachers.
6. The Board agrees to make available in each school in good repair typewriters, duplicating equipment and materials. Clerical assistance, if available, will be provided for teacher use.
7. The Board will provide lockable drawer space (desk or filing cabinet) for each teacher in his/her room. A lockable place for coats and other personal effects will be provided somewhere in the building.
8. Teachers shall not be required to work under unsafe or hazardous conditions, or perform tasks which endanger health, safety, or well being. The Association representative(s) shall notify a building administrator in writing as soon as possible if in his opinion such conditions or circumstances exist. The Board is cognizant of the importance of providing safe and healthful working conditions. Where problems and discrepancies appear every effort will be made to correct those deficiencies.

9. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association. This shall apply only to additional non- paid non-instructional assignments. This shall not apply to attendance reporting, grade reporting, or permanent record keeping.
10. In the high school there shall be at least the ratio of full-time counselors to students as prescribed by the North Central Association Standards. The same minimum number of full-time counselor to students ratio shall apply to the junior high school.
11. Teachers shall not be required to:
 - a. Supervise breakfast and/or lunch rooms.
 - b. Supervise halls and playgrounds during students' noon hours.
 - c. Supervise bus students after the student day, except in emergency situations.
 - d. Catalogue library books, shelve library books, or prepare library displays in the library.
12. Both the Association and the Board recognize the desirability of having adequate staff necessary to provide adequate and complete services in the areas of library and special education. The desired staff per area is as follows:
 - a. There shall be at least one full-time elementary librarian and two (2) full-time clerks and/or elementary library technicians.
 - b. There shall be special education teachers to provide an adequate program for all eligible students in accordance with the submitted guidelines of the Calhoun Intermediate Plan and the State Mandatory Special Education Act as approved by the Michigan State Board of Education.
13. Subject to the Board's right to determine the extent of instructional program, the film budget shall be sufficient to maintain eligibility in the Regional Educational Media Center.
 - a. Film rental requests from teachers for the succeeding year may be submitted by teachers through the Building Administrator between January 1 and March 1. These teachers shall be informed by the Board or its designee no later than June 1 as to its approval or disapproval of requests. Approved orders shall be placed by June 15.
 - b. Teachers shall be informed of confirmations as soon as confirmations are received.
14. Teachers shall be informed of and reimbursed by principals for out-of-pocket expenses for prior approved expenditures.
15. Adequate storage space for instructional supplies shall be provided in all buildings.

... shall have access to basic textbooks, school policies, and school procedures at all times.

17. The Board recognizes the educational worth of providing art, music, and physical education by other than classroom teachers in elementary grades 1 through 5. To this end, the Board will provide physical education teachers, music teachers, and art teachers so that instruction in each of these areas can be provided in grades 1-5 at least 1/2 hour per week except as stated in Article III, Section A. subsection 1.a.(7).

Appropriate facilities shall be provided for special services classes. In the event that the usual facilities will not be available on a particular date, special services personnel shall be advised at least 24 hours in advance.

Kindergarten and Junior Primary classrooms will be provided the above services if the schedule, time, and number of special services teachers permit except that physical education will be provided in 1995-96 and thereafter as stated in Article III, Section A, subsection 1.a.(7). Teachers will not be required to stay with their classes when they are having gym taught by a special teacher. The teacher may be required to stay with their classes when music and art are being taught by a special teacher except that they will be allowed to take short necessary breaks during this time.

18. All necessary teachers' and students' supplies and textbooks shall be on hand so that school may open in the fall.
19. The Board and the Association agree that the textbooks and all other instructional materials used in the school district's classrooms, libraries, and teacher in-service training programs shall reflect the multi-ethnic nature of our society, and shall not be offensive to minority groups. The Board and the Association will promote the use of in-service training for increasing of the understanding of human relations.
20. Methods of distribution of supplies shall be worked out by the principal and the teachers in each building.
21. Recognizing the peculiar problems faced by special services personnel, the Administration and the itinerant teachers will cooperatively determine the location of office space and develop a flexible schedule with respect to where itinerant teachers can spend their preparation periods.
22. Association items to be considered annually by the Instructional Council, shall be presented to the Council by the 2nd meeting of the year or by November 1, whichever comes later:
 - a. Means and methods of scheduling at the Senior High School.
 - b. Feasibility of establishing a half-way house and/or other alternative education programs for junior and senior high students.

- c. How grades are determined for student teachers.
23. If at all possible, no secondary teacher shall be assigned more than three preparations per nine weeks.
24. a. Teachers interested in becoming department chairpersons shall each year submit an application in writing to their building principal. Selection shall be made by September 30 of each school year.
- b. Curriculum areas which have four or more members shall be considered a department. Departments shall be established where there are less than four members by combining similar curriculum areas. Each teacher in grades 6-12 shall be assigned to a department.
- c. The department chairperson shall exercise the coordination of programs and material and shall serve as instructional liaison between the teachers and school administration.
25. The Board recognizes the worth of providing professional journals; therefore upon request of the departments, the librarian will requisition professional journals through regular purchasing procedures.
26. Tenure teachers will be consulted before student teachers are assigned. Student teachers will be assigned only to tenure teachers. Albion Public Schools will only accept student teachers on a full-day basis. A student teacher shall be qualified to teach in the major or minor areas of his/her curriculum; he/she shall not teach in any other areas. Exception shall be made only with the consent of the teacher involved, the Director of Personnel, and the Director of a College Education Department.
27. Teachers will not be required to maintain or write Journal records. Anecdotal Records, such as those required to document incidents of a particular student's behavior shall not be subject to this provision.
28. There shall be a periodic review of all instructional areas. Each area shall be reviewed every five (5) years. Each of these reviews shall be concluded prior to June 1 of the academic year of review. Starting in 1987-88 the annual review schedule shall be:
- Music, Art, Business Education, Industrial Arts, Home Economics, and Foreign Language
 - Social Studies
 - Science and Health
 - Mathematics
 - Language Arts (Reading, English, Writing, Spelling, Literature, Speech, Journalism)

Each of these instructional reviews shall be directed by the Instructional Council, and the review committee shall present its report to the Instructional Council prior to May 1. Each review shall include consideration of scope and sequence of instruction; textbooks for instruction; and instructional equipment and supplies for each area under

review.

29. Sections E.12 and E.17 of this article may be reopened by the Board for negotiations at anytime the Board determines the curriculum, staffing, or programs required by these sections should be changed. Further, it is understood that the curriculum, staffing, and program obligations of the Board are subject to the Board's right to curtail programs and curriculum under Article XIII.

ARTICLE IV

LEAVES OF ABSENCE

A. Leaves Without Pay:

1. Peace Corps and other leaves of absence without pay will be granted for one year with provisions for a one year renewal, at the request of the teacher, to any contracted teacher who joins the Peace Corps, Vista, or similar program as a full time participant in such program. In-teaching experience for the purpose of increments on the salary schedule shall be allowed when the said teacher is on leave of absence, as specified in Article IV, Section A, sentence one above, for each year of experience said teacher would have advanced had he/she been employed in the Albion School District.

When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in any of these programs.

2. Military:

Military leaves of absence without pay shall be granted to any contracted teacher who shall be inducted into, or shall enlist for military duty in any branch of the Armed Forces of the United States, in accordance with the provisions of Act 145, Public Acts of 1943, State of Michigan. Any period spent on military leave, not to exceed the initial enlistment or selective service term, shall be treated as full time teaching experience for any teacher granted this leave for the purpose of salary schedule payment and all previously accrued benefits such as, but not necessarily limited to, paid leave accumulated prior to enlistment or selective service term shall be reinstated. There shall be no paid leave granted for the period of time spent in service.

3. Health Leave:

- a. A contracted teacher may be granted leave, without pay, for health reasons when such leave shall have been certified as necessary by a physician acceptable to the Board.
- b. Such leave may be granted upon written application by the said teacher up to that portion of the semester or school year yet remaining. Such leave may be renewed

at the discretion of the Board.

- c. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay.
- d. The Board may place a teacher on leave for physical or mental disability within the provisions of the Michigan Tenure of Teachers Act.

4. Maternity Leave:

- a. A leave of absence without pay shall be granted for up to one year for the purpose of childbirth. It may be renewable annually upon approval of the Board. The application for such leave shall be received by the Director of Personnel no later than sixty (60) calendar days prior to the effective date of such leave, unless, due to complications, it is waived by mutual agreement of the teacher and the superintendent or his/her designated representative. Said application shall include a statement of the exact date on which the teacher will terminate her teaching.
- b. The teacher, at her discretion, may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require up to, but not exceeding, two (2) doctors' statements to this effect. The leave will begin at the end of the semester if possible.
- c. A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Director of Personnel at least sixty (60) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave. The teacher shall be entitled to return from leave at the beginning of the semester. Exceptions will be made only upon the recommendations of the Superintendent of Schools. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teaching. All accrued benefits such as, but not necessarily limited to, paid leave shall also be restored. The teacher shall be returned to her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay.
- d. A teacher, adopting a child, may upon approval of the Board, receive similar leave by following the same procedure of notification as stated above. The teacher will give at least thirty (30) calendar days notice before starting said leave.
- e. The Board reserves the right to request any pregnant teacher to visit her doctor for examination and/or verification of any date required or necessary in Article IV, Section A, subsection 4, Parts b and c.
- f. A teacher must comply with the above conditions to be eligible for such a leave and/or to have the right to return from said leave.
- g. Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed resignation if Master Agreement is in effect.

5. Professional Study Leave:

Upon written application a leave of absence for up to one year may be granted without pay for professional study or travel. The regular salary increment shall accrue. This leave may be renewed at the discretion of the Board. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued during the period of time spent in professional study leave.

When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

6. Public Office Leaves:

- a. A tenure teacher on the staff of the Albion Public Schools shall be granted a leave of absence without pay to campaign for, or serve in a public office.
- b. A probationary teacher on the staff of the Albion Public Schools may, at the discretion of the Board, be granted a leave of absence without pay to campaign for, or serve in a public office.
Any probationary or tenure teacher granted a leave to campaign, who wins an election or gains an appointment to a public office, shall be granted the leave to serve in the elected or appointed office.
- c. Leaves as specified in Article IV, Section 6, subsection a above, to campaign for public office, shall be for not less than one semester nor more than one year.
- d. Leave of absence for service in elected or appointed public offices shall be for not less than one semester nor more than one term in office.
- e. Requests for leaves under this section shall be submitted at least 30 days prior to the beginning of the leave. However, the Board may, at its discretion, waive this 30-day requirement.
- f. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in public office leave.
- g. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

7. Exchange Teacher Leave:

Upon application, leave without pay for exchange teacher positions under either national or international programs may be granted to tenure teachers. Said leave will only be granted when the exchange teacher coming into the system is acceptable to the Board.

The regular salary increment shall accrue.

- a. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in exchange teacher leave.
- b. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When said teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

8. Family and Medical Leave:

Generally, family and medical leave is an unpaid leave provided for under the Family and Medical Leave Act (FMLA). Exceptions are defined in Sections 825.207 and 825.208 of the federal regulation of FMLA. The leave shall be granted for any of the following reasons:

- a. birth of a child
- b. child adoption or foster care
- c. to care for the serious health condition of the teacher's spouse, parent or child
- d. serious health condition of the teacher

The FMLA requires that employers continue the health insurance benefit for employees of the school on such leave for a maximum of 12 weeks in any 12-month period. This period will be on a rolling basis. By including reference to the FMLA in this Agreement it is the parties' intention that the District's obligations under Article IV, Section A, Subsection 8 of this Agreement are to follow the requirements of the FMLA, as amended, as of the date of application for FMLA leave is made. The Association will be notified when a teacher applies for FMLA. The grievance procedure shall apply to implementation of family leave provisions found in this section. It is not the intent of FMLA to conflict with or restrict other leave language in the Master Agreement. For purposes of convenience the current FMLA is found in the Appendix of this Agreement.

A committee made up of an equal number of representatives from the Association and Board shall be established for the purpose of: studying and making recommendations to the Association and Board of possible alternatives with regard to the use of personal paid sick leave as it pertains to family medical leave in the case of a terminally ill family member.

The committee shall report to the Board and Association by May 1, 1995. Any agreements between the parties will be put into a letter of understanding.

9. Other Leaves:

- a. A leave of absence for one (1) year renewable up to a total of two (2) years without pay may be granted to any teacher for the purpose of serving as an officer in any local, state, or National Education Association.
- b. Other leaves of absence without pay may be granted for good reason, at the discretion of the Board. Examples of other leaves without pay shall be for:
 - (1) Military reserve training duty not to exceed two weeks (however, a letter from the commanding officer of the teacher involved must be submitted to the Superintendent stating that such duty is necessary on school time), or
 - (2) A leave may be granted to a teacher for the purpose of child care, such as, but not necessarily limited to care of a severely or terminally ill child.
- c. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in other leaves.
- d. When returning from a leave at the start of the school year or semester, the teacher shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and pay. When said teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

10. General Provisions:

- a. All applications for leaves under Section A of Article IV must be filed in writing with the Superintendent and submitted to the Board at its next meeting.
- b. All teachers on extended leave shall submit a written application for reinstatement to position for the beginning of the next school year or renewal of leave for another year by March 1st of the preceding year.
- c. "Like nature" means being returned to a teaching position in major teaching area if available. If not available, then teacher will be given a position for which he/she is qualified and certified.
- d. "May" means with Board approval.

B. Leaves With Pay:

1. All full time teachers shall be allowed seventeen (17) days paid leave per year for personal illness or injury, or quarantine.

2. No more than five (5) of the seventeen (17) paid leave days may be used for illness or injury in the immediate family.
3. No more than five (5) of the seventeen (17) paid leave days may be used for funerals or other emergency leave such as, but not necessarily limited to, being subpoenaed as a witness in a court case.
4. Up to three (3) of the seventeen (17) paid leave days may be used for personal business, and all three personal business leave days shall be at the discretion of the teacher. Such leave shall not be granted for the following days:
 - a. First teacher work day.
 - b. Last teacher work day.
 - c. Parent-Teacher Conference day(s) and/or Secondary Curriculum Workshop day(s).
 - d. First working days preceding or following vacations and/or holidays:
 - (1) Labor Day
 - (2) Thanksgiving Vacation
 - (3) Christmas Vacation
 - (4) Spring Vacation
 - (5) Good Friday
 - (6) Memorial Day
 - e. A teacher desiring to use a personal business leave day must provide prior notification of twenty-four (24) hours, except in emergencies which preclude such notification.

The teacher shall file an application for personal business leave with the principal of his/her building prior to taking said leave. These personal business days shall not be used as recreational or vacation days.

5. The unused paid leave is to be credited to the teacher at the end of the service year and may be accumulated without limit as to the total number of days. The Board will notify the Association and each teacher about the current status of his/her total number of paid leave days. Such notification will be included in the first paycheck in June.
6. Any leave beyond the accumulated reserve will result in loss of compensation for the time off at 1/190th of the year's salary per day off.
7. Part-time contracted teachers shall be granted paid leave on a ratio of their teaching load to the full time teaching load and shall accumulate paid leave days on a ratio of their teaching load to full time teaching load.

8. The only exceptions to Article IV, Section B, subsection 1 and 7 shall be as follows:
- a. During the first year of employment, all new probationary teachers who are teaching both full time and for the first time in Albion, shall be granted two (2) paid leave days per month for the months of September, October, and November. Said teachers shall receive the remaining eleven (11) paid leave days plus the unused paid leave days mentioned in the preceding sentence on December 1 of the given year.
 - b. During the first year of employment, all new probationary teachers, who are teaching both part-time and for the first time in Albion, shall be granted one (1) paid leave day per month for the months of September, October, and November. Said teachers shall receive the remaining prorated number of paid leave days plus the unused paid leave days mentioned in the preceding sentence on December 1 of the given year.
 - c. If said teachers use paid leave days in excess of these stipulated in parts a and b above during any month prior to December 1, 1/190th of the teacher's annual salary shall be deducted from said teacher's pay for each day. However, said teacher shall be paid the salary withheld for all days used up to and including 17, or the appropriate prorated number of days, not later than the second payroll in December.
 - d. The provisions in Article IV, Section B, subsections 2, 3, 4, 5, and 6 shall apply to said teachers mentioned in parts a, b, and c above.
 - e. The provisions of Article IV, Section B, subsection 8, parts a, b, and c shall not apply to tenure teachers and second or third year probationary teachers.
9. a. A full-time tenure teacher who has exhausted his/her paid leave may obtain up to 17 more paid leave days for the reasons specified in Article IV, Section B, subsections 1, 2, and 3. For those days the teacher will receive the difference between his daily pay and the amount paid to the substitute teacher.
- b. A part time-tenure teacher who has exhausted his/her paid leave, as specified in Article IV, Section B, subsection 7 may obtain up to 17 more paid leave days based on a ratio of his/her teaching load to the full time teaching load. For those days the teacher will receive the difference between his/her daily pay and the amount paid to the substitute teacher.

10. Jury Duty Leave:

A leave of absence may be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty paid by the court (not including travel allowance or reimbursement of expenses) for each day the teacher reports or performs jury duty and on which he/she as otherwise would have been scheduled to work. The teacher shall file with the Superintendent proof of duty before any payment can be made.

11. Released Time:

- a. When agreeable to both the Board and the Association, a contracted teacher may be released from regular duties without loss of pay to engage in negotiations or to process a professional grievance.
- b. A contracted teacher may be released without loss of pay subject to the approval of the Board to conduct school business.
- c. The AEA President shall have the freedom to move from school to school to conduct Association business before and after the pupils' day.
- d. The Association may use time after the pupils' day to conduct Association business, if no other school meetings are scheduled.
- e. When they are scheduled and included in Schedule D, the teaching staff as a whole shall be released without loss of pay of the two (2) days for Regional Conferences.
- f. The Association and the Board agree that in-service education programs are important to increase the competency of teachers. If possible, any in-service day(s) will be scheduled during the school year. The Association will plan said day(s) with the cooperation of the Administration.

12. The Association shall be granted up to fifteen (15) days per year to conduct Association business such as, but not necessarily limited to, sending delegates to the Representative Assembly, sending delegates to the MEA Leadership Conference, conferences for the AEA President, officers, and committee persons. The Association shall reimburse the Board for these days by paying to the Board the cost of the substitute for each teacher day the leave is used. For any days beyond fifteen (15), the Association shall pay to the Board the daily rate for the teacher who is gone on this leave (1/190th of the teacher's annual salary for each day off).

13. Leave of absence with pay may be granted at the discretion of the Board for, but not necessarily limited to, the following:

- a. Visitation within Albion Public Schools or in other systems not to exceed one (1) day per teacher may be granted only upon written request of the teacher. The Board may approve expenses for these visitations.

- b. Attending educational conferences, conventions, and workshops. The Board may approve expenses for these.
 - c. Time necessary to take a selective service examination.
14. In the event of absence not covered in Article IV, the deduction from the teacher's salary shall be figured at 1/190th of the annual salary of the teacher per day.
15. **Sabbatical Leave:**
- a. A teacher who holds a continuing, permanent or life certificate and has completed seven (7) consecutive years of teaching in the Albion Public Schools may, if approved by the Board, be granted a sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skill in his/her teaching profession. The Board shall approve such leave, when in the considered judgment of the Board the professional competence of the staff member and the general welfare of the public schools will be benefited. The teacher will be paid 50% of the salary he/she would normally receive if he/she were teaching during the time while on leave. No more than the equivalent of one (1) teacher (2 teachers for one semester each) may be granted such leave in any one school year. Teachers desiring such leave should make application to the Superintendent at least three (3) months in advance of the closing of school. Special consideration may be given for unusual circumstances that prevent earlier application.
 - b. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Albion Public Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.
 - c. A teacher, upon return from sabbatical leave, shall be returned to his/her former position providing the exact position left is still in existence, or to a position of like nature, seniority, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
 - d. "Like nature" means being returned to a teaching position in major teaching area if available. If not available, then teacher will be given a position for which he/she is qualified and certified.

ARTICLE V

PROTECTION OF TEACHERS

- A. 1. The Board and Administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board recognizes that the teachers may not fairly be expected to assume the role of custodian for emotionally impaired students. When students are mainstreamed into the regular classroom, the Board will undertake to establish special classes and services for these children as required by the applicable special education plans.
2. Teachers may refer children whom they believe have severe emotional, mental, or physical handicaps, or whom they believe to be severe discipline problems to the principal. Said principal shall refer such cases to the attention of school social workers, guidance personnel, diagnosticians, welfare agencies, psychologists, or other appropriate agencies for confirmation of suspected handicap or problem and proposed solutions of action. Written recommendations agreed upon shall be forwarded to the teacher, Administration, and all staff personnel who may have contact with said student. If the recommendations are unsatisfactory to the teacher, the case shall be brought to the attention of the Superintendent.
3. The teacher recognizes that he/she has the primary responsibility to provide an educational climate that may lead to good discipline and that he/she has the primary responsibility for the discipline of children, provided a teacher has all the authority to discipline as spelled out in the Michigan School Code of 1976 as amended and provided the Board makes reasonable effort to uphold and enforce the school's Discipline Code in a fair and consistent manner.
- B. A teacher may use such force as is necessary to protect him/herself from attack or prevent injury to a pupil.
- C. A teacher may send to the principal and/or may request removal of a pupil from one class or classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, but in no event later than the close of the school day, a signed statement containing the full particulars of the incident.
- D. 1. No action shall be taken by an administrator or the city-school committee on any written complaint directed toward a teacher unless such matter is promptly reported in writing to the teacher concerned. As soon as possible after complaint a conference of the teacher, the Association representative, the principal, and others involved will be set up to discuss the complaint. If the complaint is placed in the teacher's personnel file, a summary of the discussion(s), findings, and disposition of said complaint shall be attached to same. If any question of breach of professional ethics is involved the Association shall be notified.

2. No teacher, as part of their employment, shall be required to appear before a citizens' committee. The Association representative(s) may accompany any teacher appearing before a citizens' committee. No action by a citizens' committee will circumvent redress procedures or teacher's rights as stated in the Master Agreement.

E. Any case of injury, legal action, including suits against a teacher which had its inception in a school-centered situation, either on or off school property, shall be immediately reported in writing to the Superintendent or his/her designated representative. In the event of such legal action the teacher may request assistance of the Board in said matter. The Board shall provide the following, if the teacher has acted within the scope of written policies, rules and regulations of the Board of Education provided these do not conflict with the rights of teachers as guaranteed by the Michigan School Code of 1976.

1. **Legal counsel for the teacher to advise him/her of his/her rights and obligations with respect to such legal action and all necessary assistance in connection with the handling of the incident by law enforcement and judicial agencies to maximum of \$2,000.00.**
2. **In the event that an employee is disabled through an injury or illness which is within the scope of his or her employment with Albion Public Schools, the teacher's salary shall continue, sick leave shall not be reduced, and all fringe benefits shall continue beginning with the first day of the disability and continuing for the duration of the disability, or to the end of the school year, whichever occurs first. When workers' compensation is paid to the teacher of any disability, the Board shall pay the difference between the workers' compensation payments and the salary of the teacher for the duration of the disability, not to exceed one year. The School Board agrees that these differential payments are not to be utilized as an offset pursuant to section 354 of the Workers' Compensation Act against any workers' compensation benefits due a teacher.**
3. **The Board shall provide without cost to teachers a maximum aggregate yearly total of \$1,000,000 professional liability insurance. No teacher shall be required to carry professional liability insurance; however, if the teacher has any applicable liability insurance the Board insurance may be used as supplemental coverage.**

F. The Board will reimburse the teacher from \$5.00 to \$100.00 for any school-connected loss, theft, damage, or destruction of clothing or personal property of the teacher while in performance and/or in pursuit of his/her employment either on or off school premises if the teacher is not negligent. The basis for reimbursement for loss, theft, damage, or destruction of articles shall be on the basis of either replacement or cost of replacement. Negligence shall be defined to mean, but not necessarily be limited to, as leaving materials or articles in an unlocked car; leaving materials or articles in unlocked room or desk provided there is a locked drawer or closet for the materials; not taking sufficient care to protect articles.

In case of damage to any automobile or theft from an automobile parked in a school parking lot during the teacher's work day, or while the teacher is at the school on school business, the Board will pay damage or theft up to but not exceeding \$100.00. Such payment shall be made only after the teacher has first exhausted all possibility for such loss under any voluntary

insurance coverage. The Board will reimburse to the maximum of \$100.00 any portion not collected through insurance payment.

- G. When agreeable between the teacher, building administrator, and parent(s) in writing, doctor prescribed medication may be administered to a student by the teacher.
- H. No teacher shall be required to transport a child for any reason except teachers may transport small numbers of students to events included under "Extra pay for extra work" (Article X, Section B, subsections 1, 2, 3, 4).
- I. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in a professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided that the principal in any and all instances may also request that the Association representative be present on any disciplinary matter. All reprimands shall be given in private as provided above except under extenuating circumstances. This does not mean that an administrator cannot talk to a teacher without a representative present in situations other than stated above.

ARTICLE VI

NEGOTIATION PROCEDURES

- A. In the event this contract is reopened for negotiations, by either party, as provided in the reopener clause of this Agreement (if included), the parties will promptly negotiate.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or a mediator from said agency, including fact-finding, or any other lawful measures it may deem necessary.
- C.
 - 1. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment hereto.
 - 2. Representatives of the Board and the Association's bargaining team will meet if requested by either party on the last school Wednesday of each month in the months of September, November, January, March, and May for the purpose of reviewing the administration of the Agreement to resolve problems that may arise.

These meetings are not intended to bypass the grievance procedure.

- 3. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what it wishes to discuss.

4. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers and Board representatives involved are free from assigned responsibilities, unless otherwise mutually agreed.
 5. Should such a meeting result in a mutually acceptable written amendment of the Agreement, then the written amendment shall be subjected to ratification by the Board and the Association.
 6. The parties agree that should the implementation of LRE (Lease Restrictive Environment) result in a change in working conditions, such change will be open for immediate negotiations. Change in working conditions means the inclusion into our regular classrooms of special students who are presently served outside of the District.
- D.** Neither party in any negotiation shall have any control over the selection of negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E.** Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date and within ten (10) days of tentative contract agreement between said parties. After ratification by both parties, the representatives shall attach their signatures to the agreement and copies thereof. There shall be four (4) signed copies for purpose of record; one retained by the Superintendent, one by the Board, one by the AEA President, and one by the Association.
- F.** Prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement.

ARTICLE VII

GRIEVANCE PROCEDURES

- A. Definition:**
1. A grievance shall be defined as any alleged violation (misapplication or misinterpretation) of the Agreement.
 2. The term "days" as used herein shall mean days in which school is in session.
- B. Purpose:**
1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the grievances which may from time to time arise.

2. A claim by a teacher and/or the Association that there has been a violation (misapplication or misinterpretation) of any provision of this Agreement will be processed as a grievance as hereinafter provided.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without any intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. Structure:

1. The Association shall designate one elementary and two or three secondary representatives per building to handle the grievance when requested by the grievant. Each building principal shall be notified by October 1st each year of the name or names of Association representatives in that building.
2. The Board hereby designates the building principal or assistant principal to be the Administrative representative when the grievance arises in that building.
3. The Board hereby designates the Superintendent or his/her designee as its representative when the grievance arises in more than one school building.

D. Grievance Form:

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant, or grievants, and the Association.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation (misapplication or misinterpretation).
4. It shall quote the section or subsection of the contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

E. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits provided in this article shall be strictly observed but may be extended by mutual agreement of the parties.

to the time limits may result in a hardship to any party, the Board shall use its best efforts to process such grievance prior to the close of the school year or as soon as possible thereafter.

F. Level One.

1. In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged violation with the building principal, either personally or accompanied by representative(s) of the Association's Grievance Committee, within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence.
2. If the grievance involves more than one building, the teacher shall first discuss the alleged violation with the Superintendent or his/her designated representative(s) either personally or accompanied by representative(s) of the Association's Grievance Committee, within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence. The Superintendent may discuss with appropriate members of his/her staff prior to rendering a decision within four (4) days after the discussion. If as a result of the informal discussion with the Superintendent a grievance shall exist, the teacher may proceed to Level Two within four (4) days after the Superintendent's oral decision.
3. If as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the grievance form provided, signed by one grievant and the Association representative or the grievance chairperson. One (1) copy of the grievance form shall be delivered to the building principal and one (1) copy filed with the Association. The Grievance Form Schedule B shall be available from the Association.
4. If a grievance in writing does not reach the building principal or the designated Board representative within four (4) days after the principal's reply, the grievance shall be considered as waived.
5. Within four (4) days after the receipt of the written grievance the building principal shall indicate his/her disposition of the grievance in writing, sending a copy to the grievant and the Association.

G. Level Two:

1. If the Association is not satisfied with the disposition of the grievance or if no such disposition has been made within the required four (4) days, a copy of the written grievance shall be signed by the grievant and countersigned by the Association, shall be filed with the Superintendent or his/her designated representative(s) within four (4) days after receipt of the principal's disposition or expiration of the principal's time for replying. If the grievance involves more than one building, the grievance form shall be given to each building principal.

2. Within four (4) days after the receipt of the written grievance the Superintendent or his designated representative(s) shall meet with the grievant(s) and the Association. The Superintendent shall indicate his/her disposition in writing within four (4) days after the meeting, transmitting a copy to the grievant(s) and the Association.

H. Level Three:

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no such disposition has been made within seven (7) days after such meeting, the grievance shall be considered transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The grievance must be filed within seven (7) days of the Superintendent's disposition or within fourteen (14) days after the meeting with the Superintendent or his representative.
2. Upon receipt of the grievance the Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive or open session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing shall be made by the Board no later than seven (7) days thereafter with written disposition being sent to the teacher and the Association.
3. Utilization of this level of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this level, the Association may bypass said level and proceed to its next level. The Association shall notify the Board of its intentions to go to arbitration (Level Four) within seven (7) days after the written disposition of the Superintendent, or within seven (7) days after expiration of the Superintendent's time for replying to the grievance.

I. Level Four:

1. If the Board and the Association shall be unable to resolve any grievance, the Association may, within seven (7) days after the decision of the Board or within seven (7) days after the date the decision should have been made, appeal the grievance to arbitration before an impartial arbitrator. In the event the Association chooses to bypass Level Three of the grievance procedure, the Association must file its demand for arbitration within seven (7) days after notifying the Board of its intention to go to arbitration.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The arbitration, the arbitrator, and the award shall be governed by the rules of the American Arbitration Association except that the arbitrator shall have no authority to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article of the Agreement has been violated. The arbitrator's authority shall be subject in all cases to the rights, responsibilities, and authority of the parties under the laws of the Constitution of the State of Michigan and of the United States.

3. The decision of the arbitrator, if within the scope of his/her authority as set forth above, shall be final and binding on both parties and the judgment may be entered in any court of competent jurisdiction. Both parties will honor an arbitration award unless notified in writing within thirty (30) days of the date the challenging party knew or should have known of the ground(s) for the challenge.
4. The arbitrator shall be empowered to include in his/her award only such financial reimbursement as is set forth in the Master Agreement.
5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

J. Miscellaneous:

1. Should a teacher and/or the Association fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred unless there are unusual circumstances.
2. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. It is expressly understood that discharge shall not include the failure of the Board to renew a probationary teacher's contract.
3. Upon the failure to re-employ, the Board will advise the probationary teacher of the reasons therefore in writing with a copy to the Association. The probationary teacher shall have the right, independent of the grievance procedure, to a public or private hearing at his/her option before the Board with an Association representative present. Said hearing shall be requested in writing within ten (10) school days (days pupils are in attendance) after written notification of the failure to re-employ.
4. The grievance procedure shall not apply to the following:
 - a. The failure of the Board to renew a probationary teacher's contract.
 - b. The discharge of a tenure teacher; however, if the Teacher Tenure Act is repealed and no new legislation is enacted or exists which provides due process against discharge, the discharge of a tenure teacher, as previously defined at the time the Act was repealed, shall be subject to the grievance procedure.
5. Any grievance which arises during the life of this Agreement may be processed until resolution in accordance herewith notwithstanding the expiration of the Agreement.
6. Unless it is agreed between both the Board and the Association to use released time, all preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or participating Association representative are to be at their

assigned duty stations. The Board shall release, with pay, any three (3) individuals selected by the Association to attend arbitration or court hearings during the school day.

7. When referring to the grievance procedure, principal may mean assistant principal, and superintendent may mean designated representative(s).
8. The original grievance form shall be returned to grievant(s) during each step.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of the Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board as soon as possible from date of ratification. Forty extra copies shall be given to the President of the Association.
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers within the bargaining unit or to the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board retains the right to modify existing written policies or promulgate new policies from time to time as the need arises so long as the same are not in conflict with this Agreement. No existing or future school policy or regulation shall be in conflict with this Agreement.
- E. Adequately maintained parking facilities will be provided at all schools. This does not guarantee off-street parking if on-street parking is available within one block of school, nor does it guarantee parking adjacent to all school buildings.
- F. Key(s) to the building(s) to which the teacher is assigned shall be made available to the teacher upon request.
- G. The Board's representatives shall decide and announce on Albion (WALM 1260 AM and WUFN 96.7 FM), Battle Creek (WBCK 930 AM and WBXX 95.3 FM), Jackson (WIBM 1450 AM, 94.1 FM and WKHM 970 AM), Kalamazoo (WKFR 103.3 FM, WKMI 1360, WNWN 98.5 FM, WQLR 106.5 FM and WQSN 1470 AM) and East Lansing (WFMK 99.1 FM) Lansing (WJIM 1240 AM, 97.5 FM and WJXQ 106 FM) radio stations and Jackson/Lansing (WILX Channel 10) and Kalamazoo (WWMT Channel 3) television stations on days of excessive snow prior to 6:45 a.m. whether or not school will be in session.

- H. **Separate dining areas shall be provided for teachers in all schools.**
- I. **The principals will establish representative committees at each school for the joint development of written building policies. The Association representative(s) for each building will be included on these committees.**
- J. **All individual teacher contract shall be issued on an annual basis and shall include the following phrase: This Contract is subject to the terms and conditions of the Master Agreement ratified between the Board of Education of the Albion Public Schools and the South Central Unified Bargaining Association.**
- K. **Released time without loss of pay for a teacher enrolled in an approved course at any college or university shall be granted at the discretion of the Board if the course is offered after the pupils' day and if proper application in sufficient time is made for the teacher to have released time. This released time shall refer to the time between the close of the pupils' day and the close of the teacher's day.**
- L. **First aid kits shall be provided for each industrial arts, physical education, and science room in each secondary school. At least one first aid kit shall be placed at each elementary school. All teachers shall be given the opportunity to take instruction in effective use of first aid equipment.**
- M. **One private telephone facility per building shall be made available to teachers for their reasonable use. Location of private telephone facilities shall be worked out cooperatively by the building principal and one delegated Association representative. Use of these telephones shall be under the rules and regulations of the Board.**
- N. **The Board and Association agree that the total educational level of the school system shall be maintained and, if possible, improved. It is agreed that the per pupil cost is one of the indicia.**
- O. **If there is a reading consultant at the Senior High School and if said person requests classroom space at the Senior High School, said space shall be provided.**
- P. **All itinerant teachers shall be organized as a single department ultimately responsible to one (1) single administrator.**
- Q. **Provisions for showing audio-visual materials shall be provided in each building.**
- R. **Teachers in grades K-12 may request consumable workbooks for all subject areas which are taught in the Albion Public Schools. The Instructional Tools Committee will on or before March 1 of each year in conjunction with the administration act on the consumable workbook request(s) of teachers. A joint request for consumable workbooks will be submitted to the Board, if necessary, by April 1 of each year.**

- S. The parties recognize the right of the Board to make reasonable changes in such policies which are not inconsistent with or in violation of the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms of condition of employment is contemplated, which are not inconsistent with or in violation of the terms of this Agreement, the Association will be informed and given an opportunity to express its position as expressly provided for elsewhere within this Agreement. The Board will consider, during the life of this Agreement, any expressed positions of the Association or any recommended policies or policy changes relative to wages, hours and terms of condition of employment submitted by the Association.
- T. All positions of the Adult Education Program shall be posted as are other positions. All applicants currently employed as teachers in the Albion Public Schools shall be given first consideration.
- U. Both parties of this Agreement recognize the need for providing reading, both elementary and secondary, and minority people courses for teacher improvement. Teachers taking said courses whether arranged by the Board or by colleges and universities shall be reimbursed according to the terms of this Agreement. In addition, any necessary textbooks and course materials will be paid by the Board upon presentation of receipt for said materials by the teacher. It is recommended by both parties of the Agreement that the teaching staff complete courses in these areas.
- V. Teachers will cooperate with the Administration in terms of guarding doors, policing halls, or attending extra faculty meetings in emergency situations when they are completely informed of the situation or problems.
- W. The Director of Curriculum and the Instructional Council with the input of the K- 12 staff will develop uniform curriculum guidelines and procedures for the K-12 grades.
- X. Principals shall have teachers evaluate, by the end of each school year, those teacher aides with whom they have worked.
- Y. The Albion Senior High School shall maintain its North Central Accreditation; however, only aspects of the North Central Accreditation standards which involve terms and conditions of employment may be the subject of a grievance.

ARTICLE IX

ACADEMIC FREEDOM AND STUDENT RIGHTS

- A. The parties agree that their goal is to educate their students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the individual. It is recognized that the democratic values can best be transmitted in an atmosphere which is free from arbitrary and artificial restraint upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

...providing for the stimulation of inquiry, the acquisition of knowledge and understanding, the thoughtful formulation of worthy goals, and to foster respect for education, the Board and Association agree that the students can expect:

1. A free and undistorted view of the subject matter with varying points of view.
 2. The inclusion of all students regardless of sex, race, color, creed, or national origin in the opportunity to participate or benefit under any program without the granting of any discriminatory consideration or advantage.
 3. That all confidential information obtained in the course of professional service not to be disclosed unless disclosure serves professional purposes or is required by law.
- B. Academic freedom shall be guaranteed to teachers, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional responsibility, and the Board's right to assure that subjects of study and class content comport with federal and state laws.**
- C. Freedom of individual expression will be encouraged. If a situation arises where it becomes necessary to establish guidelines, a committee shall be formed to make such a determination. The committee will be composed of the following members:**
- Three (3) tenure teachers to be selected by the Association.
 - Three (3) administrators to be selected by the Board.
 - Two (2) parents mutually agreed to by the Association and the Board.
- Any satisfactory solution must represent three-fourths majority of the committee (6 members). If the committee is unable to arrive at a satisfactory solution, the situation may be carried through the normal grievance procedure.**
- D. State assessment tests will be used only as required by the state or federal agencies and as guidelines for the improvement of the curriculum and not used for evaluation of teachers unless required by the state.**

ARTICLE X

ECONOMIC ISSUES

A. Basic Salary Schedules 1994-97:

1. Minimum Salaries:

- a. Non-Degree - 92% of B.A.
- b. B.A. or B.S. - Based on \$24,790 for 1994-95
- Based on \$25,038 for 1995-96, 1st Semester
- Based on \$25,414 for 1995-96, 2nd Semester
- c. B.A. or B.S. Plus 18 Semester Hours - 105% of B.A.
- d. M.A. or M.S. - 108% of B.A.
- e. M.A. or M.S. Plus 15 Semester Hours - 112% of B.A.
- f. M.A. or M.S. Plus 30 Semester Hours - 116% of B.A.

2. Maximum Salaries:

- a. The maximum salary for teachers without a degree shall be 127.5% of the non-degree base achieved in 0-5 steps.
- b. The maximum salary for teachers with a Bachelor's degree shall be 161.6% of the B.A. minimum achieved in 0-11 steps.
- c. The maximum salary for teachers with a Bachelor's degree plus 18 semester hours shall be 161.6% of the B.A. Plus 18 semester hours minimum achieved in 0-11 steps.
- d. The maximum salary for teachers with a Master's degree shall be 168.4% of M.A. minimum achieved in 0-12 steps.
- e. The maximum salary for teachers with a Master's degree Plus 15 semester hours shall be 168.4% of M.A. Plus 15 semester hours minimum achieved in 0-12 steps.
- f. The maximum salary for teachers with a Master's degree Plus 30 semester hours shall be 168.4% of M.A. Plus 30 semester hours minimum achieved in 0-12 steps.

3. Annual percentage increments for salary schedules shall be:

- a. Non-Degree - 5.5%
- b. B.A. or B.S. - 5.6%
- c. B.A. or B.S. Plus 18 semester hours - 5.6%
- d. M.A. or M.S. - 5.7%
- e. M.A. or M.S. Plus 15 semester hours - 5.7%
- f. M.A. or M.S. Plus 30 semester hours - 5.7%

1994-95 Salary Schedule

For 1994-95 a stipend will be paid in the amount of \$182 per teacher. This schedule is based on a 2% adjustment to the 1993-94 B.A. Base which is then reflected through the steps of all the Schedules using the present step index plus a .5% simple longevity increase and is printed here as a basis of reference for the 1994-95 salary schedule only.

<u>Step</u>	<u>Per Cent</u>	B.A.	B.A.+18	
		<u>100%</u>	<u>105%</u>	
0	100.0%	\$24,790	\$26,030	
1	105.6	26,178	27,488	
2	111.2	27,566	28,945	
3	116.8	28,955	30,403	
4	122.4	30,343	31,861	
5	128.0	31,731	33,318	
6	133.6	33,119	34,776	
7	139.2	34,508	36,234	
8	144.8	35,896	37,691	
9	150.4	37,284	39,149	
10	156.0	38,672	40,607	
11	161.6	40,061	42,064	
L1	103.5 step 11	41,463	43,536	
L2	106.5 step 11	42,665	44,798	
L3	109.5 step 11	43,867	46,060	
L4	112.5 step 11	45,069	47,322	
L5	115.5 step 11	46,270	48,584	

<u>Step</u>	<u>Per Cent</u>	M.A.	M.A.+15	M.A.+30
		<u>106%</u>	<u>112%</u>	<u>116%</u>
0	100.0%	\$26,773	\$27,765	\$28,756
1	105.7	28,299	29,348	30,395
2	111.4	29,825	30,930	32,034
3	117.1	31,351	32,513	33,673
4	122.8	32,877	34,095	35,312
5	128.5	34,403	35,678	36,951
6	134.2	35,929	37,261	38,591
7	139.9	37,455	38,843	40,230
8	145.6	38,981	40,426	41,869
9	151.3	40,508	42,008	43,508
10	157.0	42,034	43,591	45,147
11	162.7	43,560	45,174	46,786
12	168.4	45,086	46,756	48,425
L1	103.5 step 12	46,664	48,392	50,120
L2	106.5 step 12	48,017	49,795	51,573
L3	109.5 step 12	49,369	51,198	53,025
L4	112.5 step 12	50,722	52,601	54,478
L5	115.5 step 12	52,074	54,003	55,931

1995-96 - 1st Semester Salary Schedule

For 1995-96 each teacher shall be paid the average of the two appropriate schedule values. This schedule is based on a 1% adjustment to 1994-95 B.A. Base which is then reflected through the steps of all the Schedules using the present step index plus a .5% simple longevity increase and is printed here as a basis of reference for the 1995-96 1st semester salary schedule only.

<u>Step</u>	<u>Per Cent</u>	<u>B.A.</u>	<u>B.A.+18</u>	
		<u>100%</u>	<u>105%</u>	
0	100.0%	\$25,038	\$26,290	
1	105.6	26,440	27,762	
2	111.2	27,842	29,234	
3	116.8	29,244	30,707	
4	122.4	30,647	32,179	
5	128.0	32,049	33,651	
6	133.6	33,451	35,123	
7	139.2	34,853	36,596	
8	144.8	36,255	38,068	
9	150.4	37,657	39,540	
10	156.0	39,059	41,012	
11	161.6	40,461	42,485	
L1	104.0 of step 11	42,079	44,184	
L2	107.0 of step 11	43,293	45,459	
L3	110.0 of step 11	44,507	46,734	
L4	113.0 of step 11	45,721	48,008	
L5	116.0 of step 11	46,935	49,283	

<u>Step</u>	<u>Per Cent</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
		<u>106%</u>	<u>112%</u>	<u>116%</u>
0	100.0%	\$27,041	\$28,043	\$29,044
1	105.7	28,582	29,641	30,700
2	111.4	30,124	31,240	32,355
3	117.1	31,665	32,838	34,011
4	122.8	33,206	34,437	35,666
5	128.5	34,748	36,035	37,322
6	134.2	36,289	37,634	38,977
7	139.9	37,830	39,232	40,633
8	145.6	39,372	40,831	42,288
9	151.3	40,913	42,429	43,944
10	157.0	42,454	44,028	45,599
11	162.7	43,996	45,626	47,255
12	168.4	45,537	47,224	48,910
L1	104.0 of step 12	47,358	49,113	50,866
L2	107.0 of step 12	48,725	50,530	52,334
L3	110.0 of step 12	50,091	51,946	53,801
L4	113.0 of step 12	51,457	53,363	55,268
L5	116.0 of step 12	52,823	54,780	56,736

1995-96 - 2nd Semester Salary Schedule

This schedule is based on a 1% plus .5% for additional student's day (1.5%) adjustment to the 1st semester 1995-96 B.A. Base which is then reflected through the steps of all the Schedules using the present step index and is printed here as a basis of reference for the 1995-96 2nd semester salary schedule only.

Step	Per Cent	B.A.	B.A.+18
		<u>100%</u>	<u>105%</u>
0	100.0%	\$25,414	\$26,685
1	105.6	26,837	28,179
2	111.2	28,260	29,674
3	116.8	29,684	31,168
4	122.4	31,107	32,662
5	128.0	32,530	34,157
6	133.6	33,953	35,651
7	139.2	35,376	37,146
8	144.8	36,799	38,640
9	150.4	38,223	40,134
10	156.0	39,646	41,629
11	161.6	41,069	43,123
L1	104.0 of step 11	42,712	44,848
L2	107.0 of step 11	43,944	46,142
L3	110.0 of step 11	45,176	47,435
L4	113.0 of step 11	46,408	48,729
L5	116.0 of step 11	47,640	50,023

Step	Per Cent	M.A.	M.A.+15	M.A.+30
		<u>106%</u>	<u>112%</u>	<u>116%</u>
0	100.0%	\$27,447	\$28,464	\$29,480
1	105.7	39,011	30,086	31,160
2	111.4	30,576	31,709	32,841
3	117.1	32,140	33,331	34,521
4	122.8	33,705	34,954	36,201
5	128.5	35,269	36,576	37,882
6	134.2	36,834	38,199	39,562
7	139.9	38,398	39,821	41,243
8	145.6	39,963	41,444	42,923
9	151.3	41,537	43,066	44,603
10	157.0	43,092	44,688	46,284
11	162.7	44,656	46,311	47,964
12	168.4	46,221	47,933	49,644
L1	104.0 of step 12	48,070	49,850	51,630
L2	107.0 of step 12	49,465	51,288	53,119
L3	110.0 of step 12	50,843	52,726	54,608
L4	113.0 of step 12	52,230	54,164	56,098
L5	116.0 of step 12	53,616	55,602	57,587

5. In 1975-76, and thereafter, the Board shall pay for each teacher the previously paid retirement contribution (currently 5%) to the Michigan Public School Retirement Fund.
6.
 - a. In order for a teacher to qualify for the Bachelor's Degree plus 18 semester hours, the 18 semester hours must have been earned subsequent to the granting of the Bachelor's Degree.
 - b. Teachers with two Master's Degrees shall qualify for the M.A. plus 30 schedule.
 - c. All teachers hired by the Albion Public Schools shall be placed on one of the salary schedules (or its modified form as spelled out in this Agreement) found in this Agreement.
7. **Outside Experience:**
 - a. A teacher hired by the District shall receive credit for up to and including but not more than 5 years of experience in schools other than Albion for placement on the salary schedule.
 - b. Teachers shall be given credit for full-time teaching experience for active military service up to a maximum of two years. Years of active military service shall be figured to the nearest full year.
8. After a teacher has completed 14 years of service in the Albion Public Schools, he/she shall receive for 1994-95 an additional increment of 3.5% and for 1995-96 and thereafter an additional increment of 4% of the maximum salary for his/her schedule. Additional longevity payments of 3% shall be made at 5 year periods, provided that said teacher submits proof of having completed the equivalent of 6 additional semester hours of credit for each additional 5 year period, i.e., the 5 year period preceding the date at which said teacher will qualify for an additional payment. It is mutually agreed that leaves of absence taken prior to 1979-80 (except for Arbitration #54 39 0193 80) shall not be counted as years of service. Beginning in 1979-80 and hereafter professional study leaves, exchange teacher leaves, and sabbatical leaves shall count as years of service.

B. Extra Pay for Extra Work:

1. Athletics (Coaches)

a. Head Coaches

1. Football	13.0%
2. Boys Basketball	13.0
3. Girls Basketball	13.0
4. Wrestling	10.0
5. Girls Swimming	10.0
6. Boys Swimming	10.0
7. Baseball	8.0

8.	Softball	8.0%
9.	Girls Track	8.0
10.	Boys Track	8.0
11.	Girls Golf	6.5
12.	Boys Golf	6.5
13.	Volleyball	6.5
14.	Boys Cross Country	6.5
15.	Girls Cross Country	6.5
16.	Girls Tennis	6.5
17.	Boys Tennis	6.5

b. Assistant Coaches

1.	Football	9.0
2.	Boys Basketball	9.0
3.	Girls Basketball	9.0
4.	Wrestling	6.0
5.	Girls Swimming	6.0
6.	Boys Swimming	6.0
7.	Baseball	4.5
8.	Softball	4.5
9.	Boys Track	4.5
10.	Girls Track	4.5
11.	Volleyball	4.5

c. Freshman Coaches

1.	Football	6.5
2.	Boys Basketball	6.5
3.	Girls Basketball	6.5
4.	Volleyball	4.5

d. Junior High Coaches

1.	Girls Basketball - 7th Grade (1)	4.0
	- 8th Grade (1)	4.0
2.	Boys Basketball - 7th Grade (1)	4.0
	- 8th Grade (1)	4.0
3.	Volleyball - 7th Grade (1)	4.0
	- 8th Grade (1)	4.0
4.	Wrestling - 7th & 8th combined (1)	4.0
5.	Girls Track - 7th & 8th combined (2)	4.0 each
6.	Boys Track - 7th & 8th combined (2)	4.0 each

e. Any new sport added will have a stipend determined according to the guidelines used in establishing the other coaching salaries, and by mutual consent of the Board and the Association.

2. Other Extra Work Pay Positions:

a. Cheerleaders

- | | |
|----------------|------|
| 1. Junior High | 3.0% |
| 2. Senior High | 6.5 |

If cheerleading sponsor uses private car, he/she shall be paid the current IRS rate per mile for all approved mileage.

b. Forensics 8.0%

c. Instrumental Directors (6th thru 12th) 10.0

High School band must play at all home football and basketball contests and at least three (3) vocal/instrumental programs put on for school/community each year.

Junior High band must have at least two (2) music programs for school/community each year.

d. Vocal Directors (6th thru 12th) 4.0%

High School must have at least three (3) vocal programs put on for school/community each year.

Junior High must have at least two (2) vocal programs put on for school/community each year.

e. Drama Director 3.0%/Play

One-half per cent (1/2%) additional compensation will be provided for a musical production.

- 1. High School 6.5%

Two per cent (2%) extra work compensation will be made if said teacher has yearbook as a class assignment. This would be in lieu of the 6.5% rate. In order to receive extra work pay, yearbooks must be completed and scheduled to arrive no later than the following fall.

- 2. Junior High 5.0%

Two per cent (2%) extra work compensation will be made if said teacher has yearbook as a class assignment. This would be in lieu of the 5.0% rate. In order to receive extra work pay, yearbooks must be completed and scheduled to arrive prior to the end of present school year.

g. Newspaper

- 1. High School 6.5%

If individual has newspaper as a class assignment, compensation will be two per cent (2%) instead of 6.5%. In order to receive extra work pay, at least three (3) student newspapers must be produced and distributed each semester.

- 2. Junior High 5.0%

If individual has newspaper as a class assignment, compensation will be two per cent (2%) instead of 5.0%. In order to receive extra work pay, at least three (3) student newspapers must be produced and distributed each semester.

- h. **Athletic Director** 20.0%

Compensation will only be made if this position is not a full- or part-time administrative position.

i. Student Council

- 1. High School 2.0%
- 2. Junior High 2.0
- 3. Elementary 2.0

j. Class Advisors

If more than one advisor is approved for grades 9, 10, or 11, then the agreed percentage compensation will be divided for that grade. For the 12th grade each advisor will receive 2.5%. No more than two advisors will be approved for the 12th grade.

1.	9th Grade	1.0%
2.	10th Grade	1.5
3.	11th Grade	2.0
4.	12th Grade	2.5

k. Elementary School Safety Patrol (One per school) 2.0

If there is more than one per school, the agreed percentage of compensation will be divided by the number approved.

l. Merit (This may be granted to individual staff members at the Board's discretion.)

<u>1994-95</u>	<u>1995-96</u>
\$115-571	\$118-585

m. Sponsorship of Administratively Approved Clubs (One sponsor per club)

<u>1994-95</u>	<u>1995-96</u>
\$251	\$257

n. Department Chairpersons

If there are department chairpersons, it will be guaranteed there will be no less than six departments in the High School. If there are department chairpersons in the Junior High, there will be no less than five positions.

<u>1994-95</u>	<u>1995-96</u>
\$376	\$385

o. Travel Allowance

1. Teachers who are required to travel between two (2) schools

<u>1994-95</u>	<u>1995-96</u>
\$200	\$205

2. Teachers who are required to travel between more than two (2) school

<u>1994-95</u>	<u>1995-96</u>
\$394	\$404

p. Junior High Intramural Sports

1. **Intramural Sponsor**: Hourly rate same as for teaching non-credit course

<u>1994-95</u> \$13.69	<u>1995-96</u> \$14.03
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2. **Intramural Sports Coordinator**: Responsible for obtaining sponsors and arranging for the necessary materials and facilities.

<u>1994-95</u> \$491	<u>1995-96</u> \$503
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q. Mentor Teachers

Each mentor teacher shall have the option of being paid the amount from the schedule below as a stipend or an extra pay position.

	<u>Only One (1) Mentor Teacher Assigned</u>		<u>Two (2) Mentor Teachers Assigned</u>		<u>Three (3) Mentor Teachers Assigned</u>	
	<u>1994-95</u>	<u>1995-96</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1994-95</u>	<u>1995-96</u>
1st Year	\$650	\$666	\$350	\$359	\$248	\$254
2nd Year	515	528	270	277	190	195
3rd Year	405	415	203	208	163	167
4th Year	270	277	135	138	135	138

3. Hourly Rated Positions

a. Adult Education

1. Each hour a teacher teaches a course which gives credit towards graduation.

<u>1994-95</u> \$18.26	<u>1995-96</u> \$18.72
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2. Each hour taught in a non-credit course

<u>1994-95</u> \$13.69	<u>1995-96</u> \$14.03
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b. Driver Education: For each hour taught students after the student day ends or in the summer.

<u>1994-95</u> \$15.97	<u>1995-96</u> \$16.37
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4. Chaperones on Athletic Trips. Personnel covered by this contract will be paid at the following rate per trip when they serve as chaperones on spectator buses for athletic trips:

1994-95
\$22.82

1995-96
\$23.39

The sponsor or coach of any activity or team shall not be considered as a chaperone on a spectator bus within the context of this provision of the contract.

5. Teachers in the area of business, industrial and trade skills may, as determined by the Board, be given credit for work experience on a year-for-year basis as provided in Article X, Section A, subsection 7, if the teacher is vocationally certified in these areas and teaches vocationally approved courses.
6. Regularly employed part-time teachers shall receive 1/5 of their appropriate salary (compared to full-time teachers on the same step of the salary schedule) for each hour they instruct children.
7. Placement of Teachers on Intermediate Steps.
- a. If a new teacher is between two of the regular steps on the appropriate salary schedule, that teacher shall be given credit for experience or the equivalent according to the following:
1. 0- 50 days = no credit
 2. 51-107 days = one-half year of experience
 3. 108-180 days = one full year of experience
- The teacher shall advance according to the regular salary schedule increments, including one-half step intervals. No teacher as a result of this section shall suffer loss of experience previously granted.
- b. Part-time teachers shall be placed on the appropriate salary schedule step as if they were full-time teachers and then their load computed in fifths and the appropriate number of fifths of full-time salary shall be the appropriate salary for the teacher on part-time schedule.
8. A teacher may change from one salary schedule to another at any time he/she produces evidence of qualification for a change to another schedule. The change will be effective as of the date of qualification or change of status but in no event will the change be effective sooner than the beginning of the semester in which evidence of qualification is produced.

9. Travel

- a. Mileage rates for private cars on school business shall be at the current rate per mile as established by the Bureau of Internal Revenue (IRS).
- b. School personnel who travel or attend functions as representatives of the Albion Public Schools shall have actual expenses paid.
- c. On school-related duties requiring travel outside the city, the school social worker shall be paid the current IRS rate per approved mile. This is in addition to the payment for travel between buildings found in Article X, B, 2, o.

10. All of the Extra Work positions identified in Section B, 1 and 2, which use a percentage factor, said percentage is to be applied to the B.A. schedule at years of teaching experience. However, no teacher will receive less than he/she received for said Extra Work assignments during the 1981-82 school year.

11. The above identified rates under "B - Extra Pay for Extra Work" are solely identified for bargaining unit personnel. All percentages referred to under this section are to be applied to the B.A. Schedule. The above positions are not mandatory and can be filled or not, at the Board's discretion.

12. For the purposes of calculating extra pay based on percents, the average of the 1st and 2nd Semester Schedules for 1995-96 shall be multiplied by the appropriate percent.

C. Special Education Schedule:

1. a. The minimum salary for all teachers of the mentally retarded and teachers of speech and hearing therapy shall be 104% of minimum salary for the teacher's degree status, if the teacher is temporarily approved by the Department of Education.
- b. If the teacher is fully approved by the Department of Education, the minimum salary shall be 108% of the minimum salary for the teacher's degree status.
- c. Annual increments for the 104% schedule shall be 104% of the regular increments on appropriate salary schedule for B.A. or B.A. + 18 for 0-11 steps.
- d. Annual increments for the 108% schedule shall be 108% of regular increments on appropriate salary schedule for B.A. or B.A. + 18 for 0- 11 steps.
- e. Annual increments for the 104% schedule shall be 104% of regular increments on appropriate salary schedule for M.A. or M.A. + 15 or M.A. + 30 for 0-12 steps.
- f. Annual increments for the 108% schedule shall be 108% of regular increments on appropriate salary schedule for M.A. or M.A. + 15 or M.A. + 30 for 0-12 steps

2.
 - a. The minimum salary of teachers not subject to Part A above, such as, but not necessarily limited to, school psychologist, social workers, visiting teachers, home bound teachers, and diagnosticians, who have temporary approval for special education programs shall be 105% of the minimum salary of the teacher's degree status. If the teacher is fully approved, his/her minimum salary shall be 110% of the minimum salary of the teacher's degree status.
 - b. Annual increments for the 105% schedule shall be 105% of regular annual increments on appropriate salary schedule for B.A. or B.A. + 18 for 0-11 steps.
 - c. Annual increments for the 110% schedule shall be 110% of regular annual increments on appropriate salary schedule for B.A. or B.A. + 18 for 0-11 steps.
 - d. Annual increments for the 105% schedule shall be 105% of regular annual increments on appropriate salary schedule for M.A. or M.A. + 15 or M.A. + 30 for 0-12 steps.
 - e. Annual increments for the 110% schedule shall be 110% of regular annual increments on appropriate salary schedule for M.A. or M.A. + 15 or M.A. + 30 for 0-12 steps.
 - f. Social workers and school psychologists with a Bachelor's plus 30 shall be put on the Master's schedule.
 - g. Social workers with a Master's in social work shall be put on the Master's plus 30 schedule. Social workers will be given experience on the schedule both as social workers and as visiting teachers in a school system.
3. Special Education personnel newly hired for the 1977-1978 contract year or after shall not be subject to the provisions of Article X, Section C, 1 and 2.

D. Substitute Teachers:

1. The Board shall agree at all times to maintain an adequate list of substitute teachers.
2. Substitute teachers shall be on regular salary schedule pay after serving 25 consecutive days on the same assignment.
3. Teachers may substitute for other teachers in emergency situations but not to exceed one hour per day. They shall be paid for this hour as follows:

<u>1994-95</u>	<u>1995-96</u>
\$14.83	\$15.20

E. Fringe Benefits:

1. The Albion Public Schools will provide the following MESSA-PAC for the duration of this agreement for the full-time teacher and his/her eligible dependents. Teachers who were part-time during the 1982-83 school year and teachers who were full-time during the 1982-83 school year and became part-time between the start of the 1982-83 school year and the start of the 1985-86 school year as a result of their involuntary partial lay off shall be considered full-time employees for the purpose of this provision only if they continued to be actively employed by the Board in full- or part-time teacher positions without interruption since the 1982-83 school year.
 - a. **MESSA-PAK PLAN A** (for full-time teachers desiring health insurance)
 1. Health - SuperCare 2
 2. Dental - Delta Dental Plan E/007
 3. Vision - VSP-2
 4. Life - \$10,000
 - b. **MESSA-PAK PLAN B** (for full-time teachers not desiring health insurance)
 1. Dental - Delta Dental Plan E/007
 2. Vision - VSP-2
 3. Life - \$15,000
 4. MESSA/MEAFS non-taxable options - Up to the MESSA SuperCare 2 Single Subscriber Rate
2. The Board shall provide part-time teachers with a pro-rated amount in ratio to the amount of time to full-time; 1/5, 2/5, 1/2, 3/5, or 4/5, based on MESSA-PAK PLAN A above. This amount may be used to purchase health insurance or the MESSA/MEAFS non-taxable options.
3. The teacher shall file the necessary authorization for his/her selection of the above on or before October 1. This written authorization shall not be changed for a period of one year and may not be changed prior to October 1 of the year later than the one filed. In an emergency, an appeal from this may be directed to the Superintendent.
4. The money cannot be paid as salary.
5. New hires and teachers returning from leave or layoff may enroll according to the carrier's requirements. There shall be no obligation to the teacher until he/she is enrolled by the carrier.
6. The Albion Public School District will provide \$20,000 of additional group term life insurance that will be paid to the teacher's designated beneficiary.
 - a. The amount of group term life insurance to which a teacher is entitled will be pro-rated for each part-time teacher; provided, however, that such insurance will not be pro-rated for the following groups:

1. Teachers who were part time during the 1982-83 school year, and,
 2. Teachers who were full time during the 1982-83 school year and became part time as a result of their involuntary partial layoff.
- b. In the event of accidental death, the insurance will pay double the specified amount.
7. The Board shall make payment of insurance premiums for each employee to provide continuous coverage for the full twelve-month period commencing October 1 and ending the following September 30 for each year of this Agreement. Teachers new to the Albion Public Schools may pay health insurance premiums for the month of September by securing forms from the Association and by forwarding said forms, accompanied by a check for the exact amount of said premium, to the payroll clerk. The payroll clerk will record this information in the personnel file of each applicant and forward form and check to the proper insurance company.
8. Payroll Deductions
- a. Upon written authorization from a staff member, the Board of Education will deduct from wages and salaries for any or all of the following agencies:
 1. School Employees Credit Union
 2. Albion United Fund
 3. Tax-Sheltered Annuities
 4. Professional Dues
 5. Hospitalization, Health Insurance, MEA Super Medical Coverage and Income Protection
 6. Savings Bonds
 7. Long Term Disability Insurance
 8. Dental Care Insurance
 9. Life Insurance
 10. MEA Automobile Insurance Plan
 11. Vision Insurance
 12. MESSA/MEAFS Non-taxable Options
 - b. The written authorization for deductions will remain in effect until written modification or discontinuance is filed with the Business Department.
 - c. Annual written authorization forms shall be required for the following types of deductions: Albion United Fund
 - d. All notices for changes must be filed at least 30 days prior to the payroll date the change is to be effective.
 - e. The Board and the Association will determine which checks deductions shall be taken from.

f. All legally required deductions shall be in addition to any of the above elective ones.

g. Credit union deductions shall be taken from each check.

F. Professional Growth:

1. For each graduate semester hour (pro-rated for each term hour) beyond a Bachelor's degree taken by an Albion School District teacher, the following sum shall be paid:

a. For each undergraduate semester hour on a planned graduate program or for an administratively approved course:

<u>1994-95</u>	<u>1995-96</u>
\$68.45	\$70.16

b. For each graduate semester hour beyond a Bachelor's degree leading to a Master's degree; graduate semester hours in your major, minor, teaching area, or related areas; graduate semester hours beyond a Master's degree; or administratively approved graduate semester hours:

<u>1994-95</u>	<u>1995-96</u>
\$79.86	\$81.86

c. For each graduate semester hour beyond a Bachelor's degree leading to an additional Master's, Specialist's, or Doctorate degree:

<u>1994-95</u>	<u>1995-96</u>
\$85.57	\$87.71

2. Evidence that a teacher is working toward one of the above degrees shall be submitted to the Director of Personnel.
3. The Board shall pay full tuition for all successfully completed administratively approved correspondence courses.
4. The Superintendent shall approve or disapprove all applications for payment of courses.
5. Applications and approval shall be secured prior to enrolling in courses as much as possible but not later than seven (7) days thereafter.
6. a. The application-payment forms for approval of courses shall be secured from building principals. These must be filled out, returned to the principal, forwarded to the Superintendent's designee, and the courses approved by him/her before, or within seven (7) calendar days after, enrolling in said courses in order to be eligible for payment.

- b. Requests for payment of approved hours must be accompanied by a grade certificate or some other acceptable evidence of successful completion of work. The completed application-payment form should be returned to the principal for transmission to the Superintendent's office.
 - c. Payment for summer session work will be made on or after the second check in September following the summer session in which the work was taken. Staff members must have a contract and be teaching in the Albion Public Schools at the time payment for summer is made. Teachers on leave at the time of payment will receive payment for course work when returning from leave.
7. The Board and the Association will continue the long-term process called ODDM, recognizing the necessity of maintaining ongoing districtwide school improvement. This joint planning and problem-solving process recognizes the importance of quality educational services as a fundamental priority and shared goal. The Association will encourage its members to take part in this voluntary ODDM process by attending the summer training and being an active participant during the school year.

G. School Functions and Activities:

A teacher shall receive, upon request, a pass for free admission to all school functions and activities. Said pass will provide free admission for the teacher and one guest (this pass is non-transferable).

H. Terminal Leave:

- 1. In recognition of service to the school district, the following terminal leave payments shall be paid to a teacher upon retirement, or upon his/her death to his/her estate, provided such teacher shall have been employed by the school district for not less than a total of 20 years in the school district:

<u>1994-95</u>	<u>1995-96</u>
\$1712	\$1755

- 2. The payment to teachers who have completed 30 or more years as teachers in the Albion Public School District shall be:

<u>1994-95</u>	<u>1995-96</u>
\$3194	\$3274

- 3. A teacher may request, for tax purposes, payment of terminal leave in a lump sum or to be paid in equal annual payments over a two or three year period.
- 4. Service does not have to be continuous to qualify for terminal leave.

ARTICLE XI

PERSONNEL POLICIES

- A. **Recruitment, Selection, and Recommendation of Personnel:** The Superintendent may, if feasible, involve staff members in recruiting and selecting certified and qualified teachers, including the interviewing of candidates being considered for teaching positions. Staff members may also make recommendations to the Superintendent concerning the employment of new staff members.
- B. **Extra Duty Assignments:**
1. Preference in assigning teachers to duties in addition to their normal teaching schedule, for the duration of this Agreement, including but not limited to such things as adult education courses, driver education courses, extra duties which are enumerated in Article X, and summer school courses shall be given to teachers regularly employed in the Albion Public Schools who are qualified for these extra duties.
 2. In terms of "Head Coach" positions, "qualified" shall be:
 - a. Two years coaching the sport at the junior high, high school or college level, or
 - b. Two years playing the sport at the college level and attendance at eight (8) clinic hours in the sport, or
 - c. Two years coaching in a different sport, and
 1. High school varsity experience as a player and attendance at eight (8) clinic hours in the sport, or
 2. Introductory course in the sport, or
 3. Attendance at thirty-two (32) clinic hours in the sport.
 3. In terms of the positions of "assistant coach", "freshman coach" or "junior high coach", "qualified" shall be:
 - a. Experience coaching the sport at the junior high, high school or college level, or
 - b. Playing the sport at the college or high school level and attendance at clinic hours in the sport, or
 - c. Introductory course in the sport, or
 - d. Have attended eight (8) clinic hours and will attend first available annual rules meeting in the area.
 - e. Individuals who have been recognized by the head coach as an active volunteer for a team on a regular basis for at least one season.

4. The above qualifications shall apply to both bargaining unit members and other coaching applicants. In the event that no qualified applicant is available, preference in hiring shall be given to bargaining unit member.

C. Vacancy and Transfer Policy:

1. A teacher may apply for any position at any time. Such application should be in writing addressed to the Superintendent of Schools.
2. Applications will be considered should such position become vacant either during the school year or during the summer. This application should be renewed annually, before the close of each school year.
3. In filling the vacancy or the filling of a voluntary transfer within the bargaining unit, the Board will first consider the teachers within the bargaining unit and further agree to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, building class level, and area of specialization, and other relevant factors. The decision of the Board as to the filling of such vacancy, however, shall be final.
4. Staff members shall be notified when any vacancies and/or newly created positions occur through general announcements posted in the buildings during the months school is in session. The Association President shall be provided with a copy of each vacancy and/or newly created position. During the months that school is not in session, general announcements will be posted at the school district personnel office with ten (10) copies of each general announcement sent to the President of the Association. General announcements shall include requirements for filling vacancies listed in the announcement. All applications for vacancies shall be in writing and received in the Superintendent's office by the deadline listed in the bulletin announcing said vacancy. No person shall be hired for the vacancy before the deadline of the written application has passed. All new positions not existing in the district before and all renamed positions listed in the general announcement shall have an accompanying job description.
5. Whenever the criteria for the position is changed, staff members, through the process set up in Article XI, section C, subsection 4, shall be notified so that persons formerly not eligible who wish to apply may do so. The Board shall have all rights to reassign teachers except as expressly limited by this Agreement.
6. Teachers with previous teaching experience in Albion, and presently employed in Albion, shall be given preference in grade placement over teachers new to Albion. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and involuntary transfers between schools may be necessary. While the right of determination to assign or involuntarily transfer a teacher is vested in the Board, the Board will only in cases of emergency or to prevent undue disruption of the instructional program assign or involuntarily transfer

without prior discussion. Such transfer or changes in assignments shall be on a voluntary basis whenever possible. In making voluntary or involuntary assignments and/or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupil.

7. In filling promotional vacancies to administration and supervisory positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district as well as applicants from outside the school district. The parties, however, recognize that filling of vacancies at the supervisory and administrative levels, and the filling of newly created supervisory and administrative positions, is the prerogative of the Board and the decision of the Board with respect to such matters shall be final.

8. Any teacher who shall be transferred or promoted to an administrative or supervisory position, and shall later return to a teacher status, shall be returned to his/her former teaching position or a position of like nature, seniority, and pay as he/she held prior to accepting the administrative or supervisory position.

D. All teachers shall be given written notice of their probable placement, including placement in buildings, early or later elementary and/or major subject area division at the secondary level, by the close of the school year. Necessary modifications of this probable placement by the Board should be made as soon as possible. Teachers shall be properly notified and consulted about major changes in their probable placement. Major changes shall include, but not necessarily limited to:

1. Transfer to a different building.

2. Transferred from early elementary to later elementary or later elementary to early elementary.

3. Transferred from one major subject matter area to another subject matter area. In no event will changes be made later than August 15th unless an emergency requires.

E. Physical Examination:

1. For the protection of pupils and personnel, the Board may, as required by law, require proof of freedom from active tuberculosis in the form of an x-ray or tuberculin skin test as a condition of entering employment and as often thereafter as required by law for all full- and part-time personnel employed by the Board. The initial screening tests shall be provided by the Board. Any further costs shall be paid by the employee. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board shall return the employee to his/her former position, or position of like nature, seniority, and pay without prejudice.

2. The Administration will give notice to teachers in the Fall and in the Spring when x-rays and tuberculin skin tests will be given to teachers in Albion.
3. A physical examination may be required by a medical doctor at school expense when good cause can be shown as to the need for such examination and the Board feels the examination is warranted. If the Board shall require that any teacher (except for conscientious objection) have immunizations, cold or flu shots, etc., as a condition of employment or continued employment, the Board shall pay for the same.

F. Retirement:

All certified personnel shall retire on June 30 following the birthday when they reach the age that state or federal law establishes as being legal for the purposes of mandatory retirement. If, in the opinion of the Board, the services of a person are considered unusually beneficial to the school system, the Board may request a person to continue beyond the compulsory age on a year-to-year basis.

ARTICLE XII

PROFESSIONAL BEHAVIOR

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession which the building principal, Superintendent, or Board think are serious enough to warrant the attention of the Association shall be promptly reported in writing to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE XIII

REDUCTION IN PERSONNEL

- A. The term "seniority" as hereinafter used shall be length of continuous service with the bargaining unit since the last date of hire. Leave of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority. Administrative and supervisory service shall not be considered for the purpose of accumulating seniority. However, any administrator or supervisor who is returned to the classroom shall be credited with any prior accumulated seniority.
- B. Each year the Board shall prepare a seniority list by certification and classification and transmit a copy of the same to the Association on or before the 1st day of November, and shall be updated by May 1. In the event more than one individual has the same date of hire,

all individuals so affected will participate in a drawing for each date of hire, to determine placement on the seniority list. Such drawing shall occur only once. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing, and given the opportunity to be present. The first name drawn shall be the first name on the seniority list (for that date), and proceed in that order. The Board shall draw the first name and the Association shall draw the second and proceed alternately until all names are drawn. If the Association is in disagreement on one or all parts of the seniority list and if mutual agreement between the parties cannot be reached on the disagreements, the Association may use the grievance procedure.

C. Necessary reduction of personnel. The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, and in accordance with that realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum (including any programs which may be guaranteed in Article III).
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - a. Layoff will be on the basis of seniority, provided that the more senior teacher is certified and qualified for the available position. In the event the position held by a teacher is eliminated, the teacher shall be entitled to bump a less senior teacher if he/she is certified and qualified for the position or a position which can be created by changing the assignments of less senior teachers. More senior teachers not being laid off shall upon request be voluntarily transferred in order to enable the Board to retain more senior teachers. This procedure is subject to the Michigan Teachers' Tenure Act.
 - b. It is expressly understood that the Association shall have the right to review the reduction list prior to notification of the individuals involved. After the reduction list has been prepared by the Board, the Association and Board shall review said list and attempt to resolve any and all conflicts. In the event there is a dispute concerning the reduction list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review took place.
 - c. The Board may lay off staff at the commencement of the school year provided written notice of layoff is sent to the Association and to the teacher at least twenty-five (25) days in advance of the first scheduled work day for teachers, and at the commencement of the second semester provided written notice is sent sixty (60) days in advance.

- D. Recall:** Teachers shall be recalled on the basis of seniority, provided they are certified and qualified for the position in question.
- E.** For purposes of this article, the term "qualified" shall mean:
1. Elementary teachers (grades K-6) shall be deemed to be "qualified" if they are certified for the position to which they are assigned.
 2. Special Education teachers shall be deemed to be "qualified" if they are certified and/or have state approval for the position to which they are assigned.
 3. Secondary teachers (grades 7-12) shall be deemed "qualified" if they have a major or minor in the subjects to be taught, or if they have an endorsement for the specific subjects other than an endorsement for all subjects, or if they have taught those subjects in grades 7-12 in the Albion Public Schools within the last eight (8) years. Exceptions may be made for the single class assignment outside the major or minor. Substitute teaching experience shall not count.
 4. In the specialized teacher areas of vocal music and instrumental music, the Board reserves the right to require teaching experience in addition to the qualifications set forth above. Substitute teaching experience shall not count.
 5. All qualifications as stated above shall appear on the seniority list.
- F.** In case of any dispute arising out of this Article, any teacher shall have recourse to the grievance procedure.
- G.** Continuous service in the school district shall begin with the last date of hire and continue until termination of employment. Transfers, promotions, demotions, leave of absence and/or staff reduction shall not constitute an interruption in continuous service.
- H.** Any teacher involved in a staff reduction shall, upon return, have all previously accrued benefits reinstated.
- I.** The Board will use reasonable effort to assist all teachers involved in the reduction to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible.
- J.** The certification and qualifications of a teacher shall be those on file with the Board at the time the notice of layoff or notice of recall is sent. Written proof from a college or university demonstrating completion of courses shall be sufficient to prove qualifications. It shall be the duty of the teacher to make sure that the Board's personnel files are up-to-date and accurately reflect the teacher's certification and qualifications.

ARTICLE XIV

TEACHER EVALUATION

- A. The performance of all teachers shall be observed and evaluated in writing. Only formal observations and evaluations shall be recorded on the observation and evaluation forms. Probationary teachers shall be observed at least twice in the first semester and once in the second semester. The first observation shall be made within sixty (60) school days after employment. Tenure teachers shall be observed and evaluated at least once every three (3) years (starting fall of 1993). In any non-evaluation year, teacher's performance will be assumed satisfactory unless otherwise documented. Each observation and/or evaluation of the probationary teacher shall be followed by a conference between the administrator and the teacher. Each observation and/or evaluation of a tenure teacher shall be followed by a conference between the administrator and the teacher if either party desires the conference. The writing of annual goals and/or objectives is to be a positive process intended to help the teacher grow instructionally and professionally.
- B. Observation and evaluation shall be conducted by the teacher's building principal or assistant principal(s) or the Central Office Administrators.
- C. Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher. An observation of an incident shall be deemed to be within the teacher's full knowledge if it is brought to the teacher's attention within five (5) days. Public address systems in school shall not be used for observation and/or evaluation.
- D. The District will institute an Individualized Development Plan as required by tenure law in consultation with the individual teacher.

During the four (4) years of a probationary teacher's probationary service an Individualized Development Plan will be in place. The probationary teacher's evaluation shall include an assessment of the teacher's progress on meeting the goals of the Individual Development Plan.

Two copies of all evaluations of observations shall be submitted to the teacher within five (5) days of the observation and/or evaluation. One (1) of the observations is to be signed by the teacher and returned to the administration. The other is to be retained by the teacher. In the event that the teacher feels his/her observation and/or evaluation was incomplete or unjust he/she may put his/her objections in writing and have them attached to the observation or evaluation report. If he/she does so, a conference with the Superintendent or his/her designee shall be held. The teacher may likewise be entitled to object in writing to any goals or objectives the teacher feels have been unjustly established or to any adverse comments related to the failure to achieve goals and objectives of IDP. Upon request, a teacher shall be entitled to a conference with the Superintendent or designee to review any such written objections. In the event that the observation and/or evaluation is not favorable, and in the event that these are to be placed in the teacher's personnel file, both the observation and/or evaluation and the teacher's objection shall be placed in the file.

- E.** It is agreed by the parties that the evaluation procedures in Article XIV, sections A, B, C, and D are subject to the grievance procedure. It is understood that the evaluative judgment of the administrator regarding the evaluation of any teacher is not subject to arbitration.
- F.** The current criteria for evaluation of professional employees shall be submitted annually to the Association for its comments and suggestions, prior to being used. The Board and the Association shall appoint an equal number of members to a committee whose goal shall be to annually review and work out any differences that may arise from the evaluation process, i.e. procedure, criteria, forms, goals, and objectives.
- G.** Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, except confidential materials contained therein such as, but not necessarily limited to, college credentials, and recommendations from previous employers. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
- Required medical information.
 - All teacher evaluation reports.
 - Copies of annual contracts.
 - Teacher Certificate (copy).
 - A transcript of academic records.
 - Tenure recommendation.

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of said file.

- H.** Discipline of teachers including, but not necessarily limited to, reprimand, suspension with or without pay, demotion, or discharge shall be subject to the grievance procedure unless previously barred therein.
- I.** The Administration shall aid the teachers with instructional problems when requested. The Administration may retain outside consultants to assist it in aiding a teacher with instructional problems.
- J.** When a teacher is asked to sign an observation and/or evaluation, such a signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- K.** Recommendations to the Superintendent for reappointment shall be made in writing by the building principal on or before April 1st of each year. Annual evaluation shall be given to teachers no later than May 1st.

ARTICLE XV

INSTRUCTIONAL COUNCIL

- A. There is hereby established an Instructional Council consisting of four representatives appointed by the Board and four representatives appointed by the Association. Instructional Council meetings shall be held on request by either party up to and including ten (10) meetings per school year. Other meetings may be called by mutual agreement of the parties.
- B. The Instructional Council will be empowered to make recommendations to both the Board and the Association.
- C. The Instructional Council may consider instructional problems referred to it by the Board, the Association, or individual teachers.
- D. The Instructional Council may appoint committees, as it deems necessary, to study and report on topics.
- E. Subjects of study shall include, but not be limited to, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters, teaching tools, discipline, and problem children.
- F. The parties agree that the Instructional Council shall serve in an advisory capacity and that the failure of the Board or Association to place any of the recommendations in force shall not constitute a basis for grievance.
- G. The equivalent of fifteen (15) full days per year shall be granted to the Instructional Council for the purpose of formulation and construction of curriculum changes as well as modifications of and/or additions made to the curriculum.
- H. Additional expenses are subject to the approval of the Board.

ARTICLE XVI

PROFESSIONAL FINANCIAL RESPONSIBILITY

- A. All teachers, as a condition of continued employment, shall either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations), and such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of a given year; or
 - 2. Cause to be paid to the Association a representation fee equivalent to the dues of the Association (including the National and Michigan Education Associations) within sixty

(60) days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating that the teacher has failed to comply with this condition, shall immediately notify said teacher that his/her services shall be discontinued at the end of the current semester. The refusal of said teacher to pay the representation fee, which is deemed to be the sum required to ensure that nonmembers pay their proportionate share of costs of obtaining and administering the benefit of this Agreement, is recognized as just and reasonable cause for termination of employment.

- B. The Association shall not deny membership to any teacher because of race, creed, sex, marital status, or national origin.**
- C. The Association agrees to indemnify and save harmless the Albion Public Schools, the Board, Board members, and employees for any damages, costs, or liability which may be incurred as a result of complying with sections A and B of this article. In the event legal action is instituted in a court or administrative agency, the Association agrees to defend such action at its own expense and through its own counsel provided:**
- 1. The Board has taken the necessary steps to comply with this article;**
 - 2. The Board and its designated representatives give timely notice of such action to the Association, and permits the Association intervention as a party if it so desires; and**
 - 3. The Board cooperates with the Association and its counsels to the full extent authorized by law in securing and giving evidence, locating witnesses, and making relevant information available at both trial and appellate levels.**

ARTICLE XVII

MENTOR PROGRAM

- A. Public Act 335 of 1993 amended the school code to provide intensive professional development for classroom teachers during their first three (3) years of employment. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the school code and shall perform the duties of a master teacher as specified in the code. In order to comply with these components, a mentoring program will be established for all probationary classroom teachers therein after referred to as new teachers during their first three (3) years of employment in classroom teaching. The Association and the Board will accept the final decision of the state agency(s) and/or courts as to who is required to have mentor teachers assigned.**
- B. Qualifications of Mentor Teachers.**
- 1. The mentor teacher shall be a tenured or previously tenured teacher with a valid or expired Michigan teaching certificate with at least ten (10) years of successful teaching and/or administrative experience.**

2. A certification endorsement or teaching experience at the level and/or area in which a new teacher is assigned.
3. A minimum of two (2) years with the ODDM process.
4. Such alternatives to the above as may be acceptable to both parties.
5. The above qualifications shall apply to both bargaining unit members and other mentor teacher applicants. In the event that no qualified applicant is available, preference in assignment shall be given to bargaining unit members.

C. Assignment of Mentors. The Board and the Association will jointly appoint all mentor teachers. At least one mentor teacher will be appointed for each new teacher during his/her first three (3) years of classroom teaching. Assignment of the mentor teacher will be made before the end of the new teacher's tenth (10th) instructional day in any new assignment. If agreement has not been reached on assigning a mentor teacher by that time, the Board may appoint the mentor teacher. Mentors who meet program qualifications will be selected on a voluntary basis. Every effort will be made to match mentor teachers and new teachers who work in the same building and have the same area of certification. If a new teacher is assigned to an elementary classroom, one mentor will be assigned. If a new teacher is assigned to a secondary classroom, one or more mentors may be assigned. If two mentors are assigned, the mentoring minimum requirements will be shared between the two mentors. If three mentors are assigned, the mentoring requirements will be shared equally between the three mentors. The mentor teacher appointment shall be for one (1) year subject to review by the mentor teacher and new teacher at the end of the year. The appointment may be renewed in succeeding years.

An administrator who served as a mentor teacher can not be part of the evaluation process for his/her probationary teacher during the teacher's probationary period. In the event that a problem should arise due to the implementation of a mentor teacher assignment, then the Association, the probationary teacher and the Board's representative shall work to a mutually acceptable solution.

D. Role of Mentor Teacher. Mentors will be expected to work in a non-evaluative way with the building principal/ administrator to support the growth and development of new teachers. The role of the mentor will include classroom visitations and feedback sessions with the new teacher with emphasis on the knowledge of instruction, organization of instruction, method of presentation, classroom control and management, interaction with students, teacher evaluation of students and professional responsibilities, such as school improvement. Mentors will be expected to assist, counsel and support new teachers. In addition, the mentor will help with the implementation of the mutually developed Individualized Development Plan (IDP). A log indicating mentoring times will be signed by both the mentor and new teacher at the completion of each semester and will be attached to the IDP.

Neither the mentor teacher nor the new teacher shall be required, unless by law, to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be

called as a witness in any grievance or administrative hearing involving the new teacher nor shall the new teacher be called as a witness in any grievance or administrative hearing involving the mentor teacher unless a criminal act is alleged.

- E. **Mentor Training and Development.** Mentor teachers will be encouraged to pursue professional development activities and training in the area of mentoring. The School District will provide at least one day of training annually at no cost to the mentor teacher. This training will be held during the regular school day. Other related professional development activities may be applied for through the established District process for attending conferences and/or professional development with the accompanying reimbursement by the District.
- F. **Required Inservice for New Teachers.** There will be fifteen (15) days of inservice that will be required for new teachers during their first three (3) years of employment with Albion School District. There will be five (5) required inservice days each school year. These days will total thirty (30) hours. The professional development activities for a new teacher will be outlined as a part of his/her IDP but can be adjusted if training options become available during the school year.

During the school year mutually scheduled activities falling outside the regular work day will be shared time programs similar to ITIP and Cooperative Learning.

No scheduled activities will take place outside the regular work day or year unless it is a shared time activity as referred to above or is a summer training activity which will be compensated at the current equivalent rate established for similar summer training activities, i.e. High Scope.

Mentor teachers will not be required to attend professional development activities for new teachers.

- G. **Mentoring Program Time Requirements.** Due to the varying needs and levels of new teachers, mentor teachers will adhere to the following program schedule:
1. **New teachers with 4-year probationary periods who have 0-1.9 years of previous teaching experience.**

Year 1	Minimum of 4 hours per month contact time September through May
Year 2	Minimum of 3 hours per month contact time September through May
Year 3	Minimum of 2 hours per month contact time September through May
Year 4	Minimum of 1 hour per month contact time September through May
 2. **New teachers with 4-year probationary periods who have 2.0 or more years of previous teaching experience.**

Year 1&2	Minimum of 2 hours per month contact time September through May
Year 3&4	Minimum of 1 hour per month contact time September through May

3. New teachers with 2-year probationary periods

Year 1&2 Minimum of 2 hours per month contact time September through May
Year 3 Minimum of 1 hour per month contact time September through May

Mentor teachers will be provided with released time to fulfill the contact requirements of classroom visitation. Where possible, the mentor teacher and new teacher shall be assigned common preparation time.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 1994, and shall continue in effect through the 14th day of August, 1997 except as spelled out below.

If, by June 1, 1996, the parties have not agreed to a salary schedule in Article X, Section A, subsections 1-4 for the 1996-97 school year, along with flat rates found in Article X, Sections B, D, F and H for the 1996-97 school year, then the entire Master Agreement shall expire as of midnight August 14, 1996.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SCHEDULE A

SUMMARY OF GRIEVANCE PROCEDURE:

A. Grievance involving only one building:

1. A teacher or the Association may file a grievance within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence.
2. After an incident, discuss orally with building principal.
3. If principal's oral decision is unsatisfactory, the grievant may invoke the grievance procedure through the Association on written form (Schedule B) within four (4) school days after building principal's oral decision or expiration of the principal's time for replying.
4. Building principal's written decision within four (4) school days after receipt of written grievance.
5. If the principal's written decision is unsatisfactory, Association may file written grievance with Superintendent within four (4) school days after principal's written decision.
6. Superintendent will arrange meeting with Association within four (4) school days after the receipt of the written grievance.
7. Superintendent's written decision within four (4) school days after meeting.
8. If Superintendent's written decision unsatisfactory, may file written grievance with Secretary of Board. The grievance must be filed within seven (7) days of the Superintendent's disposition or within fourteen (14) days after the meeting with the Superintendent or his/her representative. The Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the written grievances. This level is optional. If the Association bypasses the Board level, the Association shall notify the Board of its intentions to go to arbitration seven (7) days after the written disposition of the Superintendent or within seven (7) days after expiration of the Superintendent's time for replying to the grievance.
9. Board's written decision within seven (7) school days after Board meeting.
10. If Board's written decision unsatisfactory, can appeal grievance to arbitration within seven (7) school days after Board's written decision.
11. The Association must file its demand for arbitration within seven (7) days after notifying the Board of its intentions to go to arbitration. The arbitrator will hold a hearing and render a written decision.

B. Grievance involving more than one building:

1. A teacher or the Association may file a grievance within fifteen (15) days after the alleged violation or when the grievant could have reasonably known of the occurrence.
2. After an incident, discuss orally with Superintendent.
3. Superintendent has four (4) school days to render oral decision from time of discussion.
4. If Superintendent's oral decision unsatisfactory, grievant may invoke the grievance procedure through the Association on written form (Schedule B) within four (4) school days after the Superintendent's oral decision.
5. Superintendent will arrange meeting with the Association within four (4) school days after the receipt of the written grievance.
6. Superintendent's written decision within four (4) school days after meeting.
7. If Superintendent's written decision unsatisfactory, may file written grievance with Secretary of Board. The grievance must be filed within seven (7) days of the Superintendent's disposition or within fourteen (14) days after the meeting with the Superintendent or his/her representative. The Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the written grievance. This level is optional. If the Association bypasses the Board level, the Association shall notify the Board of its intentions to go to arbitration seven (7) days after the written disposition of the Superintendent or within seven (7) days after expiration of the Superintendent's time for replying to the grievance.
8. Board's written decision within seven (7) school days after Board meeting.
9. If Board's written decision unsatisfactory, can appeal grievance to arbitration within seven (7) school days after Board's written decision.
10. The Association must file its demand for arbitration within seven (7) days after notifying the Board of its intentions to go to arbitration. The arbitrator will hold a hearing and render a written decision.

NOTE: Written grievance forms (Schedule B) are available from Association Representatives in each building.

"Principal" may mean Assistant Principal.

"Superintendent" may mean designated representative.

SCHEDULE B
GRIEVANCE FORM

- I. School Building _____ Multiple Buildings _____
- II. Date Incident Occurred _____ Oral Decision Date _____
- III. Statement of Grievance (including specific section of Agreement violated):
- IV. Relief Sought:
- V. Signature of Grievant _____
Signature of Association Representative
or Grievance Chairperson(s) _____
- VI. LEVEL ONE:
- A. Date of Filing _____
- B. Disposition of Principal or Assistant Principal:
- C. Signature of Building Principal
or Assistant Principal _____ Date _____

NOTE: Part VI will not apply if grievance involves more than one building.

- VII. LEVEL TWO:
- A. Request for Consideration of Grievance by Superintendent:
- Date _____ Signature of Grievant _____
Signature of Association Representative
or Grievance Chairperson(s) _____
- B. Disposition by Superintendent or Designated Representative:
- Signature of Superintendent or
Designated Representative _____ Date _____

VIII. LEVEL THREE (OPTIONAL)

A. Request for Consideration of Grievance by Board of Education:

Date _____ Signature of Grievant _____

Signature of Association Representative
or Grievance Chairperson(s) _____

Signature of Association President _____

B. Board's Disposition:

C.. Signature of Secretary of Board _____ Date _____

IX. LEVEL FOUR:

A. Date Submitted to Arbitration _____

B. Disposition of Arbitrator:

C. Signature of Arbitrator _____ Date _____

SCHEDULE C

PROCESS FOR GETTING A SUBSTITUTE

Teachers needing a substitute should call 1-517-629-9166 between 5:00 p.m. and 7:00 a.m. and leave the necessary information with the answering service.

Teachers who know before 3:00 p.m. of the day the substitute works that they will be out another day should call their principal who can ask the substitute to report for another day. If the teacher does not call, the substitute will not report for a second day.

Teachers are not to secure substitutes without first securing permission from central office. If teachers are going to be absent for any prolonged period, arrangements should be made, prior to leaving, through their building principal.

**SCHEDULE D-1
1994-97 TEACHER-STUDENT CALENDAR**

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1. Pre-school Workshop (New and returning teachers)	Aug. 24-25, 1994	Aug. 23-24, 1995	Aug. 21-22, 1996

NOTE: Teachers shall have one of the two pre-school inservice days for the exclusive use of room preparation. In addition, the Association will be allowed to use 2 hours of the above time to meet with new and returning teachers.

2. Student Enrollment	Aug. 29, 1994	Aug. 28, 1995	Aug. 26, 1996
3. Labor Day	Sept. 5, 1994	Sept. 4, 1995	Sept. 2, 1996
4. K-12 Inservice	Oct. 17, 1994 (1/2 day)	Oct. 16, 1995	Oct. 14, 1996
5. K-5 Records (1/2 Days)	Oct. 24, 25, 1994	Oct. 23, 24, 1995	Oct. 21, 22, 1996
6. K-5 Parent-Teacher Conf.	Oct. 26, 27, 28, 1994	Oct. 25, 26, 27, 1995	Oct. 23, 24, 25, 1996
7. End of 1st Marking Period	Oct. 27, 1994	Oct. 26, 1995	Oct. 24, 1996
8. Secondary Records Day Report Cards Due - 8:00 a.m.	Oct. 28, 1994 Nov. 1, 1994	Oct. 27, 1995 Oct. 31, 1995	Oct. 25, 1996 Oct. 29, 1996
9. Secondary Parent-Teacher Conf.	Nov. 9, 10, 11, 1994	Nov. 8, 9, 10, 1995	Nov. 6, 7, 8, 1996
10. Thanksgiving	Nov. 24, 25, 1994	Nov. 23, 24, 1995	Nov. 28, 29, 1996
11. Winter Recess (Days not in Session)	Dec. 17, 1994- Jan. 2, 1995	Dec. 16, 1995- Jan. 1, 1996	Dec. 21, 1996- Jan. 5, 1997
12. Martin Luther King Day (School not in Session)	Jan. 16, 1995	Jan. 15, 1996	Jan. 20, 1997
13. End of 1st Semester Days	Jan. 18, 19, 20, 1995	Jan. 17, 18, 19, 1996	Jan. 15, 16, 17, 1997
14. End of Semester Report cards due - 8:00 a.m.	Jan. 20, 1995 Jan. 24, 1995	Jan. 19, 1996 Jan. 23, 1996	Jan. 17, 1997 Jan. 21, 1997
15. Inservice (1/2 day)	Feb. 20, 1995 (K-5)	Feb. 13, 1996 (6-12)	Feb. 11, 1997
16. Inservice (1/2 day)	Mar. 10, 1995 (K-5)	Mar. 5, 1996 (6-12)	Mar. 4, 1997
17. End of 3rd Marking Period	Mar. 23, 1995	Mar. 21, 1996	Mar. 26, 1997
18. K-12 Records Day Report cards due - 8:00 a.m. If used as make-up snow day	Mar. 24, 1995 Mar. 28, 1995 Mar. 29, 1995	Mar. 22, 1996 Mar. 26, 1996 Mar. 27, 1996	Mar. 27, 1997 Apr. 1, 1997 Apr. 2, 1997
19. Spring Recess (Days school not in Session)	Apr. 1-Apr. 9, 1995	Mar. 31-Apr. 7, 1996	Apr. 5-13, 1997

20. Good Friday	Apr. 14, 1995	Apr. 5, 1996	Mar. 28, 1997
21. Late-Spring Break	May 5, 1995		
22. Memorial Day	May 29, 1995	May 27, 1996	May 26, 1997
23. End of 2nd Semester Days	June 7, 8, 9, 1995	June 5, 6, 7, 1996	June 4, 5, 6, 1995
24. End of School Year (Students)	June 9, 1995*	June 7, 1996*	June 6, 1997*
	*K-5 Staff: 8:00 am-5:15 pm; 6-8 Staff: 7:45 am-4:25 pm; 9-12 Staff: 7:55 am-4:40 pm		
25. End of School Year (Teachers)	June 10, 1995 Sat., 8-11:30 am	June 8, 1996 Sat., 8-11:30 am	June 7, 1997 Sat., 8-11:30 am

ATTENDANCE DAYS:

<u>1994-95</u>				<u>1995-96</u>				<u>1996-97</u>			
<u>1st Semester</u>		<u>2nd Semester</u>		<u>1st Semester</u>		<u>2nd Semester</u>		<u>1st Semester</u>		<u>2nd Semester</u>	
August	3	January	7	August	4	January	8	August	5	January	9
September	21	February	20	September	20	February	21	September	20	February	20
October	20	March	22	October	20	March	20	October	21	March	19
November	20	April	17	November	20	April	17	November	21	April	17
December	12	May	21	December	11	May	22	December	15	May	21
January	<u>13</u> 89	June	<u>7</u> 91	January	<u>11</u> 88	June	<u>5</u> 93	January	<u>10</u> 90	June	<u>5</u> 91
<u>Total Attendance Days</u>			180				181				181

ADDITIONAL PAID DAYS:

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Pre-School Workshop	Aug. 24-25, 1994	Aug. 23-24, 1995	Aug. 21-22, 1996
Labor Day	Sept. 5, 1994	Sept. 4, 1995	Sept. 2, 1996
K-12 Inservice Day	Oct. 17, 1994 (1/2 day)	Oct. 16, 1995 (full day)	Oct. 14, 1996 (full day)
Elem. Conf./Secondary Records	Oct. 28, 1994	Oct. 27, 1995	Oct. 25, 1996
Thanksgiving	Nov. 24-25, 1994	Nov. 23-24, 1995	Nov. 28-29, 1996
K-12 Records	Mar. 24, 1995	Mar. 22, 1996	Mar. 27, 1997
Good Friday	Apr. 14, 1995	Apr. 5, 1996	Mar. 28, 1997
Memorial Day	May 29, 1995	May 27, 1996	May 26, 1997
K-12 Records Day	June 10, 1995	June 8, 1996	June 7, 1997
Total Paid Days	190.5	192	192

Other schedules will contain details of conferences, inservice days, and record days including allowance for rescheduling Parent-Teacher conference days if they are canceled due to adverse weather.

SCHEDULE D-2
CONFERENCE, INSERVICE, and RECORD DAYS
1994-95

- 4, 8, 18, 25: K-12 Inservice and Record Days - 8:00 am-12:00 pm and 1:00-3:00 pm.
- | | | |
|-----|------------------------------------|---------------|
| 4. | K-12 Inservice | Oct. 17, 1994 |
| 8. | Secondary Records | Oct. 28, 1994 |
| 18. | K-12 Records | Mar. 24, 1995 |
| 25. | End of School Year - 8:00-11:30 am | June 10, 1995 |
-
- | | | |
|----|--|---------------|
| 4. | <u>K-12 Inservice</u> | Oct. 17, 1994 |
| | A. Grades K-5 | |
| | 1) Student 1/2 Day - 9:00 am-12:00 pm | |
| | 2) Teacher 1/2 Day - 1:00 pm-3:15 pm | |
| | B. Grades 6-12 (Sec Footnotes #2 and #4) | |
-
- | | | |
|----|---|-------------------|
| 5. | <u>K-5 Records Days</u> - 12:30-3:30 pm | Oct. 24, 25, 1994 |
|----|---|-------------------|
-
- | | | |
|-----|---|-------------------|
| *6. | <u>K-5 Parent-Teacher Conferences</u> | |
| | A. Kindergarten: | |
| | 1) Teacher Day | Oct. 26, 1994 |
| | 2) Teacher Day, plus 3:30-4:00 pm and 6:30-8:30 pm | Oct. 27, 1994 |
| | 3) 8:00-11:30 am | Oct. 28, 1994 |
| | B. Grades 1-5: | |
| | 1) Student 1/2 Day - 9:00-11:30 am | Oct. 26, 27, 1994 |
| | 2) Conferences - 12:30-3:30 pm | Oct. 26, 1994 |
| | 3) Conferences - 12:30-3:30 pm, 3:30-4:00 pm and 6:30-8:30 pm | Oct. 27, 1994 |
| | 4) Conferences - 8:00-11:30 am | Oct. 28, 1994 |
-
- NOTE:** K-5 Teachers will not be required to report to school 1/2 day. pm Oct. 28, 1994
-
- | | | |
|----|--|---------------|
| *9 | <u>Secondary Parent-Teacher Conferences</u> | |
| | A. Grades 6-8: | |
| | 1) Student 1/2 Day - 7:55-11:00 am (Sec Footnote #1) | Nov. 10, 1994 |
| | 2) Student 1/2 Day 7:55-11:00 am (Sec Footnote #2) | Nov. 11, 1994 |
| | 3) Conferences - 6:30-9:00 pm | Nov. 9, 1994 |
| | 4) Conferences - 12:10-2:50 pm | Nov. 10, 1994 |
| | B. Grades 9-12: | |
| | 1) Student 1/2 Day - 8:05-11:05 am (Sec Footnote #1) | Nov. 10, 1994 |
| | 2) Student 1/2 Day - 8:05-11:05 am (Sec Footnote #2) | Nov. 11, 1994 |
| | 3) Conferences - 12:15-2:55 pm, 6:30-9:00 pm | Nov. 10, 1994 |
-
- NOTE:** 6-12 Teachers will not be required to report to school 1/2 day. pm Nov. 11, 1994
-
- | | | |
|-----|--|-------------------|
| 13. | <u>End of 1st Semester Days</u> | |
| | A. Grades K-5: | |
| | 1) Student 1/2 Day 9:00 am-12:00 noon | Jan. 19, 20, 1995 |
| | 2) Teacher Record 1/2 Day - 1:00-3:15 pm | Jan. 19, 20, 1995 |
| | B. Grades 6-8: | |
| | 1) Student 1/2 Day - 7:55-11:00 am (Sec Footnote #1) | Jan. 18, 1995 |

- | | |
|--|-----------------------|
| 2) Student 1/2 Day - 7:55-11:00 am (See Footnote #2) | Jan. 19, 1995 |
| 3) Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Jan. 20, 1995 |
| 4) Teacher Inservice Day -12:10-2:50 pm | Jan. 18, 1995 |
| 5) Teacher Record 1/2 Day - 12:10-2:50 pm | Jan. 19, 20, 1995 |
| C. Grades 9-12: | |
| 1) Student Exams 1/2 Day - 8:05-11:05 am | Jan. 18, 19, 20, 1995 |
| 2) Teacher Record 1/2 Day - 12:15-2:55 pm | Jan. 18, 19, 20, 1995 |
| 15. <u>K-5 Inservice</u> - 12:30-3:15 pm | Feb. 20, 1995 |
| 16. <u>K-5 Inservice</u> - 12:30-3:15 pm | Mar. 10, 1995 |
| 23. <u>End of 2nd Semester Days</u> | |
| A. Grades K-5: | |
| 1) Student 1/2 Day - 9:00 am-12:00 pm | June 8, 1995 |
| 2) Teacher Record 1/2 Day - 1:05-3:30 pm | June 8, 1995 |
| 3) Student 1/2 Day - 9:00 am-12:00 pm | June 9, 1995 |
| 4) Teacher Record 1/2 Day - 1:00-5:15 pm | June 9, 1995 |
| B. Grades 6-8: | |
| 1) Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | June 8, 1995 |
| 2) Student 1/2 Day - 7:55-11:00 am (See Footnote #2) | June 9, 1995 |
| 3) Teacher Record 1/2 Day - 12:10-2:50 pm | June 8, 1995 |
| 4) Teacher Record 1/2 Day - 12:10-4:30 pm | June 9, 1995 |
| C. Grades 9-12: | |
| 1) Student Exams 1/2 Day - 8:05-11:05 am | June 7, 8, 9, 1995 |
| 2) Teacher Record 1/2 Day - 12:15-2:55 pm | June 7, 8, 1995 |
| 3) Teacher Record 1/2 Day - 12:15-4:40 pm | June 9, 1995 |
| 25. End of Year (Teachers) 8:00-11:30 am | June 10, 1995 |

Footnote #1: The Junior and Senior High Class Schedule will be as follows:

1st hour
2nd hour
3rd hour

Footnote #2: The Junior and Senior High Class Schedule will be as follows:

4th hour
5th hour
6th hour

*Footnote #3: If it becomes necessary to cancel any scheduled elementary or secondary Parent-Teacher conference(s) either wholly or in part for reasons such as adverse weather, the portion of said conference(s) which was canceled shall be rescheduled seven calendar days later using the original form and format.

*Footnote #4: Student attendance will be as follows:

Grades K-5 will have the regular student attendance day unless otherwise stated.
Grades 6-8 will have student attendance from 7:45-11:00 am and Teacher Inservice from 12:10-2:50 pm.
Grades 9-12 will have student attendance from 7:55-11:05 am and Teacher Inservice from 12:15-2:55 pm.

**SCHEDULE D-2
CONFERENCE, INSERVICE, and RECORD DAYS
1995-96**

4, 8, 18, 25: K-12 Inservice and Record Days - 8:00 am-12:00 pm and 1:00-3:00 pm.

- | | | |
|-----|------------------------------------|---------------|
| 4. | K-12 Inservice | Oct. 16, 1995 |
| 8. | Secondary Records | Oct. 27, 1995 |
| 18. | K-12 Records | Mar. 22, 1996 |
| 25. | End of School Year - 8:00-11:30 am | June 8, 1996 |

5. K-5 Records Days - 12:30-3:30 pm Oct. 23, 24, 1995

*6. K-5 Parent-Teacher Conferences

A. Kindergarten:

- | | | |
|----|---|---------------|
| 1) | Teacher Day | Oct. 25, 1995 |
| 2) | Teacher Day, plus 3:30-4:00 pm and 6:30-8:30 pm | Oct. 26, 1995 |
| 3) | 8:00-11:30 am | Oct. 27, 1995 |

B. Grades 1-5:

- | | | |
|----|--|-------------------|
| 1) | Student 1/2 Day - 8:50-11:30 am | Oct. 25, 26, 1995 |
| 2) | Conferences - 12:30-3:30 pm | Oct. 25, 1995 |
| 3) | Conferences - 12:30-3:30 pm, 3:30-4:00 pm and 6:30-8:30 pm | Oct. 26, 1995 |
| 4) | Conferences - 8:00-11:30 am | Oct. 27, 1995 |

NOTE: K-5 Teachers will not be required to report to school 1/2 day, pm Oct. 27, 1995

*9. Secondary Parent-Teacher Conferences

A. Grades 6-8:

- | | | |
|----|---|---------------|
| 1) | Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Nov. 9, 1995 |
| 2) | Student 1/2 Day 7:55-11:00 am (See Footnote #2) | Nov. 10, 1995 |
| 3) | Conferences - 6:30-9:00 pm | Nov. 8, 1995 |
| 4) | Conferences - 12:10-2:50 pm | Nov. 9, 1995 |

B. Grades 9-12:

- | | | |
|----|---|---------------|
| 1) | Student 1/2 Day - 8:05-11:05 am (See Footnote #1) | Nov. 9, 1995 |
| 2) | Student 1/2 Day - 8:05-11:05 am (See Footnote #2) | Nov. 10, 1995 |
| 3) | Conferences - 12:15-2:55 pm, 6:30-9:00 pm | Nov. 9, 1995 |

NOTE: 6-12 Teachers will not be required to report to school 1/2 day, pm Nov. 10, 1995

13. End of 1st Semester Days

A. Grades K-5:

- | | | |
|----|---------------------------------------|-------------------|
| 1) | Student 1/2 Day 8:50-12:00 am | Jan. 18, 19, 1996 |
| 2) | Teacher Record 1/2 Day - 1:00-3:15 pm | Jan. 18, 19, 1996 |

B. Grades 6-8:

- | | | |
|----|---|-------------------|
| 1) | Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Jan. 17, 1996 |
| 2) | Student 1/2 Day - 7:55-11:00 am (See Footnote #2) | Jan. 18, 1996 |
| 3) | Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Jan. 19, 1996 |
| 4) | Teacher Inservice Day -12:10-2:50 pm | Jan. 17, 1996 |
| 5) | Teacher Record 1/2 Day - 12:10-2:50 pm | Jan. 18, 19, 1996 |

- C. **Grades 9-12:**
- 1) **Student Exams 1/2 Day - 8:05-11:05 am** Jan. 17, 18, 19, 1996
 - 2) **Teacher Record 1/2 Day - 12:15-2:55 pm** Jan. 17, 18, 19, 1996
15. **6-12 Inservice** (See Footnote #4) Feb. 13, 1996
16. **6-12 Inservice** (See Footnote #4) Mar. 5, 1996
23. **End of 2nd Semester Days**
- A. **Grades K-5:**
- 1) **Student 1/2 Day - 8:50-12:05 am** June 6, 1996
 - 2) **Teacher Record 1/2 Day - 1:05-3:30 pm** June 6, 1996
 - 3) **Student 1/2 Day - 8:50-12:00 am** June 7, 1996
 - 4) **Teacher Record 1/2 Day - 1:00-5:15 pm** June 7, 1996
- B. **Grades 6-8:**
- 1) **Student 1/2 Day - 7:55-11:00 am (See Footnote #1)** June 6, 1996
 - 2) **Student 1/2 Day - 7:55-11:00 am (See Footnote #2)** June 7, 1996
 - 3) **Teacher Record 1/2 Day - 12:10-2:50 pm** June 6, 1996
 - 4) **Teacher Record 1/2 Day - 12:10-4:30 pm** June 7, 1996
- C. **Grades 9-12:**
- 1) **Student Exams 1/2 Day - 8:05-11:05 am** June 5, 6, 7, 1996
 - 2) **Teacher Record 1/2 Day - 12:15-2:55 pm** June 5, 6, 1996
 - 3) **Teacher Record 1/2 Day - 12:15-4:40 pm** June 7, 1996
25. **End of Year (Teachers) 8:00-11:30 am** June 8, 1996

Footnote #1: The Junior and Senior High Class Schedule will be as follows:

1st hour
2nd hour
3rd hour

Footnote #2: The Junior and Senior High Class Schedule will be as follows:

4th hour
5th hour
6th hour

***Footnote #3: If it becomes necessary to cancel any scheduled elementary or secondary Parent-Teacher conference(s) either wholly or in part for reasons such as adverse weather, the portion of said conference(s) which was canceled shall be rescheduled seven calendar days later using the original form and format.**

***Footnote #4: Student attendance will be as follows:**

Grades K-5 will have the regular student attendance day unless otherwise stated.
Grades 6-8 will have student attendance from 7:45-11:00 am and Teacher Inservice from 12:10-2:50 pm.
Grades 9-12 will have student attendance from 7:55-11:05 am and Teacher Inservice from 12:15-2:55 pm.

SCHEDULE D-2
CONFERENCE, INSERVICE, and RECORD DAYS
1996-97

- 4, 8, 18, 25: K-12 Inservice and Record Days - 8:00 am-12:00 pm and 1:00-3:00 pm.
- | | | |
|-------|--|-------------------|
| 4. | K-12 Inservice | Oct. 14, 1996 |
| 8. | Secondary Records | Oct. 25, 1996 |
| 18. | K-12 Records | Mar. 27, 1997 |
| 25. | End of School Year - 8:00-11:30 am | June 7, 1997 |
| 5. | <u>K-5 Records Days</u> - 12:30-3:30 pm | Oct. 21, 22, 1996 |
| *6. | <u>K-5 Parent-Teacher Conferences</u> | |
| | A. Kindergarten: | |
| | 1) Teacher Day | Oct. 23, 1996 |
| | 2) Teacher Day, plus 3:30-4:00 pm and 6:30-8:30 pm | Oct. 24, 1996 |
| | 3) 8:00-11:30 am | Oct. 25, 1996 |
| | B. Grades 1-5: | |
| | 1) Student 1/2 Day - 8:50-11:30 am | Oct. 23, 24, 1996 |
| | 2) Conferences - 12:30-3:30 pm | Oct. 23, 1996 |
| | 3) Conferences - 12:30-3:30 pm, 3:30-4:00 pm and 6:30-8:30 pm | Oct. 24, 1996 |
| | 4) Conferences - 8:00-11:30 am | Oct. 25, 1996 |
| NOTE: | K-5 Teachers will not be required to report to school 1/2 day, pm | Oct. 25, 1996 |
| *9. | <u>Secondary Parent-Teacher Conferences</u> | |
| | A. Grades 6-8: | |
| | 1) Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Nov. 7, 1996 |
| | 2) Student 1/2 Day 7:55-11:00 am (See Footnote #2) | Nov. 8, 1996 |
| | 3) Conferences - 6:30-9:00 pm | Nov. 6, 1996 |
| | 4) Conferences - 12:10-2:50 pm | Nov. 7, 1996 |
| | B. Grades 9-12: | |
| | 1) Student 1/2 Day - 8:05-11:05 am (See Footnote #1) | Nov. 7, 1996 |
| | 2) Student 1/2 Day - 8:05-11:05 am (See Footnote #2) | Nov. 8, 1996 |
| | 3) Conferences - 12:15-2:55 pm, 6:30-9:00 pm | Nov. 7, 1996 |
| NOTE: | 6-12 Teachers will not be required to report to school 1/2 day, pm | Nov. 8, 1996 |
| 13. | <u>End of 1st Semester Days</u> | |
| | A. Grades K-5: | |
| | 1) Student 1/2 Day 8:50 am-12:00 pm | Jan. 16, 17, 1997 |
| | 2) Teacher Record 1/2 Day - 1:00-3:15 pm | Jan. 16, 17, 1997 |
| | B. Grades 6-8: | |
| | 1) Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Jan. 15, 1997 |
| | 2) Student 1/2 Day - 7:55-11:00 am (See Footnote #2) | Jan. 16, 1997 |
| | 3) Student 1/2 Day - 7:55-11:00 am (See Footnote #1) | Jan. 17, 1997 |
| | 4) Teacher Inservice Day -12:10-2:50 pm | Jan. 15, 1997 |
| | 5) Teacher Record 1/2 Day - 12:10-2:50 pm | Jan. 16, 17, 1997 |

- C. Grades 9-12:
 1) Student Exams 1/2 Day - 8:05-11:05 am Jan. 15, 16, 17, 1997
 2) Teacher Record 1/2 Day - 12:15-2:55 pm Jan. 15, 16, 17, 1997
15. 6-12 Inservice (See Footnote #4) Feb. 11, 1997
16. 6-12 Inservice (See Footnote #4) Mar. 4, 1997
23. End of 2nd Semester Days
- A. Grades K-5:
 1) Student 1/2 Day - 8:50 am-12:05 pm June 5, 1997
 2) Teacher Record 1/2 Day - 1:05-3:30 pm June 5, 1997
 3) Student 1/2 Day - 8:50 am-12:00 pm June 6, 1997
 4) Teacher Record 1/2 Day - 1:00-5:15 pm June 6, 1997
- B. Grades 6-8:
 1) Student 1/2 Day - 7:55-11:00 am (See Footnote #1) June 5, 1997
 2) Student 1/2 Day - 7:55-11:00 am (See Footnote #2) June 6, 1997
 3) Teacher Record 1/2 Day - 12:10-2:50 pm June 5 1997
 4) Teacher Record 1/2 Day - 12:10-4:30 pm June 6, 1997
- C. Grades 9-12:
 1) Student Exams 1/2 Day - 8:05-11:05 am June 4, 5, 6, 1997
 2) Teacher Record 1/2 Day - 12:15-2:55 pm June 4, 5, 1997
 3) Teacher Record 1/2 Day - 12:15-4:40 pm June 6, 1997
25. End of Year (Teachers) 8:00-11:30 am June 7, 1997

Footnote #1: The Junior and Senior High Class Schedule will be as follows:

1st hour
 2nd hour
 3rd hour

Footnote #2: The Junior and Senior High Class Schedule will be as follows:

4th hour
 5th hour
 6th hour

*Footnote #3: If it becomes necessary to cancel any scheduled elementary or secondary Parent-Teacher conference(s) either wholly or in part for reasons such as adverse weather, the portion of said conference(s) which was canceled shall be rescheduled seven calendar days later using the original form and format.

*Footnote #4: Student attendance with be as follows:

Grades K-5 will have the regular student attendance day unless otherwise stated.
 Grades 6-8 will have student attendance from 7:45-11:00 am and Teacher Inservice from 12:10-2:50 pm.
 Grades 9-12 will have student attendance from 7:55-11:05 am and Teacher Inservice from 12:15-2:55 pm.

**SCHEDULE D-3
1994-97 PAYDAY CALENDAR**

Paydays shall be as follows:

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
September	9, 23	8, 22	6, 20
October	7, 21	6, 20	4, 18
November	4, 18	3, 17	1, 15, 27 (Wed.)
December	2, 16, 30	1, 15, 29	13, 27
January	13, 27	12, 26	10, 23
February	10, 24	9, 23	7, 21
March	10, 24	8, 22	7, 21
April	7, 21	4 (Thur.), 19	4, 18
May	4 (Thur.), 19	3, 17, 31	2, 16, 30
June	2, *10, 16, 30	*8, 14, 28	*7, 13, 27
July	14, 28	12, 26	11, 25
August	11, 25	9, 23	8, 22

*Checks will be issued for teachers requesting the remainder of their contractual pay on June 10 in 1995, on June 8 in 1996, and on June 7 in 1997. The last day of school for teachers shall be June 10 in 1995, June 8 in 1996, and June 7 in 1997. It is understood that these days are the last teacher work days; therefore, should the school year be rescheduled as per Article III, Section B-3, these dates would be adjusted accordingly.

**SCHEDULE D-4
PAYROLL PERIODS**

- A.** Pay periods shall be every other Friday, beginning the second Friday after the start of school for teachers.
- B.** All contracted teachers, either on a full-time or part-time basis, will receive their regular pay in the amounts of 1/26th of their contracted salary each pay period.
- C.** A form shall be sent out by the Superintendent's office by May 7 of each year whereby the teacher can indicate on or before May 21 of each year the way the teacher would like to receive the remainder of the contractual pay.

These forms shall be returned to the building principals on or before May 21 of each year. If no form is returned to the building principal by May 21 of each year, the teacher shall receive the remainder of his/her contractual pay on the last day of school each year. If the teacher desires to receive his/her pay spread over the June, July, and August payroll periods, he/she shall so indicate on the form mentioned above and return to the building principal on or before May 21 of each year.

- D.** A third pay option shall be as follows: A twenty-one (21) pay basis whereby all school year earnings are paid in equal allotments by the June pay day for teachers requesting the remainder of their contractual pay or paid promptly upon the satisfactory completion of all contractual services for the regular school year, whichever is later.
- E.** In the event that for 1995-96 a teacher should take pay option three (receiving 21 pays) and terminate employment with the District prior to the end of the teacher's work year, aid teacher would be responsible for reimbursement to the District, dollars paid but not earned at the time of termination due to the averaging of pay for the two semesters.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this fifteenth day of August, 1994.

SOUTH CENTRAL UNIFIED BARGAINING
ASSOCIATION/AEA-MEA-NEA

By Thomas E. Chisholm
Thomas Chisholm, SCUBA President and
Spokesperson of Negotiation Team

By Marilyn P. Hennon
Marilyn P. Hennon, AEA President

By Mae Ola Dunklin
Mae Ola Dunklin, Neg. Team Member

By Susan M. Harden
Susan M. Harden, Neg. Team Member

By Elden Knickerbocker
Elden Knickerbocker, Neg. Team Member

By Ken Leche
Ken Leche, MEA Uniserv Director

ALBION PUBLIC SCHOOLS
BOARD OF EDUCATION

By Joyce J. Spicer
Joyce J. Spicer, President

By Price B. Burgess
Price B. Burgess, Vice President

By David C. Farley
David C. Farley, Secretary

By Lawrence G. Union
Lawrence G. Union, Treasurer

By Judyth L. Dobbert
Judyth L. Dobbert, Superintendent and
Negotiation Team Member

By James H. Behling
James H. Behling, Dir. of Administrative
Services and Neg. Team Member

LETTER OF AGREEMENT
Between
ALBION BOARD OF EDUCATION
And
SCUBA/ALBION EDUCATION ASSOCIATION-MEA-NEA

The Albion Board of Education and SCUBA/Albion Education Association agree that in order to implement and work effectively through the various phases of the ODDM process, teachers will not be evaluated during the 1993-94 school year. The teaching performance of teachers not evaluated during the 1993-94 school year will be considered as satisfactory unless otherwise documented.

FOR THE BOARD

/s/ Judyth L. Dobbert
Superintendent

August 25, 1994
Date

/s/ David C. Farley
Board of Education

August 25, 1994
Date

FOR THE ASSOCIATION

/s/ Thomas E. Chisholm
SCUBA Chairperson

August 4, 1994
Date

/s/ Marilyn P. Hennon
Albion Education Association

August 4, 1994
Date

LETTER OF AGREEMENT
Between
ALBION BOARD OF EDUCATION
And
SCUBA/ALBION EDUCATION ASSOCIATION-MEA-NEA

The fifty (50) consecutive minutes per day for educational purposes referred to in Article III, Section A, subsection 4 on page six of the 1989-1994 Master Agreement shall be waived when the 9:00 a.m., 10:00 a.m., or 1:30 p.m. assembly hour time schedule (see attached sheets) is used at the High School (9-12).

FOR THE BOARD

/s/ Judyth L. Dobbert
Superintendent

August 25, 1994
Date

/s/ David C. Farley
Board of Education

August 25, 1994
Date

FOR THE ASSOCIATION

/s/ Thomas E. Chisholm
SCUBA Chairperson

August 4, 1994
Date

/s/ Marilyn P. Hennon
Albion Education Association

August 4, 1994
Date

(over)

9:00 ASSEMBLY HOUR

1st Hour:	8:05	Announcements	44 minutes
	8:10	Class Begins	
	8:54	Class Ends	
	9:00-10:00	Assembly	71 minutes between end of 1st hour and beginning of 2nd hour
2nd Hour:	10:04	Warning Bell	44 minutes
	10:05	Class Begins	
	10:49	Class Ends	
3rd Hour:	10:53	Warning Bell	44 minutes
	10:54	Class Begins	
	11:38	Class Ends -- 'A' Lunch Begins	
4th Hour:	11:42	Warning Bell	
	11:43	Class Begins	
	12:08	'A' Lunch Ends	
	12:12	Warning Bell	Each class, 44 minutes
	12:13	Class Begins	
	12:27	Class Ends -- 'B' Lunch Begins	'A' and 'B' Lunches, each 30 minutes
	12:57	Class Ends -- 'B' Lunch Ends	
5th Hour:	1:01	Warning Bell	
	1:02	Class Begins	44 minutes
	1:46	Class Ends	
6th Hour:	1:50	Warning Bell	
	1:51	Class Begins	44 minutes
	2:35	Class Ends	

(more)

10:00 ASSEMBLY HOUR

1st Hour:	8:05 Announcements 8:10 Class Begins 8:54 Class Ends	44 minutes
2nd Hour:	8:58 Warning Bell 8:59 Class Begins 9:43 Class Ends	44 minutes
	9:50-10:50 Assembly	72 minutes between end of 2nd hour and beginning of 3rd hour
3rd Hour:	10:54 Warning Bell 10:55 Class Begins 11:39 Class Ends -- 'A' Lunch Begins	44 minutes
4th Hour:	11:43 Warning Bell 11:44 Class Begins 12:09 'A' Lunch Ends 12:13 Warning Bell 12:14 Class Begins 12:28 Class Ends -- 'B' Lunch Begins 12:58 Class Ends -- 'B' Lunch Ends	Each class, 44 minutes 'A' and 'B' Lunches, each 30 minutes
5th Hour:	1:02 Warning Bell 1:03 Class Begins 1:47 Class Ends	44 minutes
6th Hour:	1:51 Warning Bell 1:52 Class Begins 2:35 Class Ends	44 minutes

(more)

1:30 ASSEMBLY HOUR

1st Hour:	8:05	Announcements	
	8:10	Class Begins	
	8:52	Class Ends	42 minutes
2nd Hour:	8:56	Warning Bell	
	8:57	Class Begins	
	9:39	Class Ends	42 minutes
3rd Hour:	9:43	Warning Bell	
	9:44	Class Begins	
	10:26	Class Ends	42 minutes
		CHANNEL ONE	12 minutes
4th Hour:	10:38	'A' Lunch Begins	
	10:42	Warning Bell	
	10:43	Class Begins	
	11:08	'A' Lunch Ends	
	11:12	Warning Bell	Each class, 39 minutes
	11:13	Class Begins	
	11:22	Class Ends -- 'B' Lunch Begins	'A' and 'B' Lunches, each 30 minutes
	11:52	Class Ends -- 'B' Lunch Ends	
5th Hour:	11:56	Warning Bell	
	11:57	Class Begins	42 minutes
	12:39	Class Ends	
6th Hour:	12:43	Warning Bell	
	12:44	Class Begins	42 minutes
	1:26	Class Ends	
		1:31-2:35	Assembly

LETTER OF UNDERSTANDING
RE: PRE-SCHOOL PROGRAM

The parties mutually agree that the Pre-school Program be under the new Master Agreement for 1994-95. All of the provisions of the Agreement shall apply to the program and its teacher(s) except for the following modifications:

Article III, Section B-1: The teacher(s) work year shall be 170 days rather than 190 days.

Note: Actual dates to be determined by pre-school teacher and administration.

Students' First Day	October 3, 1994
5. K-5 Records	Waived - regular days
6. K-5 Parent-Teacher Conferences	Waived - regular days
12. End of Semester days	Waived - regular days
13. K-5 Parent-Teacher Conferences	Waived - regular days
23. End of Semester days	Waived - regular days
24. End of Year (students)	June 15, 1995
25. End of Year (teachers)	June 16, 1995

The schedules in Article X, Section A.4 shall be modified only to the degree necessary to reflect pay for 170 days rather than 190 days.

The parties mutually agree that the Pre-school Program will be in operation for the 1991-92 and 1992-94 school years and continuation will depend on state funding.

FOR THE BOARD

/s/ David C. Farley
Oct. 4, 1994
Date

/s/ Judyth L. Dobbert
10/494
Date

FOR THE ASSOCIATION

/s/ Marilyn P. Hennon
Oct. 5, 1994
Date

/s/ Thomas E. Chisholm
Oct. 5, 1994
Date

(over)

MELANIE WHEELER Worksheet

TEACHING DAYS

Preschool student days	132-1/2
Parent conferences, home visits	<u>33</u>
	165-1/2 days

PAID DAYS

Thanksgiving	2
Good Friday	1
Memorial	1
Tri-county	<u>1/2</u>
	4-1/2 days

165-1/2 teaching
<u>4-1/2 paid days</u>
170 total days

LETTER OF UNDERSTANDING
RE: PRE-SCHOOL PROGRAM

The parties mutually agree that the Pre-school Program be under the new Master Agreement for 1994-95. All of the provisions of the Agreement shall apply to the program and its teacher(s) except for the following modifications:

Article III, Section B-1: The teacher(s) work year shall be 183 days rather than 190 days.

Article III, Section B-2: The calendar shall be as printed in Schedule D except for the following modifications:

- | | | |
|----|---|--|
| 1. | Pre--school Enrollment/
and Testing Period*- | 5 days following the close of the preschool student year and before the close of the Albion Public Schools K-12 school year. |
| | | 5 days before the start of the preschool student year - not to start before the opening preschool workshop for Albion Public Schools and to end before the first day for preschool students. |

Note: Actual dates to be determined by pre-school teacher and administration.

- | | | |
|-----|--------------------------------|-----------------------|
| | Students' First Day | September 19, 1994 |
| 5. | K-5 Records | Waived - regular days |
| 6. | K-5 Parent-Teacher Conferences | Waived - regular days |
| 12. | End of Semester days | Waived - regular days |
| 13. | K-5 Parent-Teacher Conferences | Waived - regular days |
| 23. | End of Semester days | Waived - regular days |
| 24. | End of Year (students) | June 1, 1995 |
| 25. | End of Year (teachers) | June 2, 1995 |

The schedules in Article X, Section A.4, shall be modified only to the degree necessary to reflect pay for 183 days rather than 190 days.

The parties mutually agree that the Pre-school Program will be in operation for the 1991-92 and 1992-94 school years and continuation will depend on state funding.

FOR THE BOARD

/s/ David C. Farley
Oct. 4, 1994

/s/ Judyth L. Dobbert
10/494

FOR THE ASSOCIATION

/s/ Marilyn P. Hennon
Oct. 5, 1994

/s/ Thomas E. Chisholm
Oct. 5, 1994

(over)

CINDY GEYER - 183 Day Contract

WORKSHEET

Preschool student days	132-1/2
Parent conferences, home visits	<u>33</u>
	165-1/2 days

PAID DAYS

Pre-school Days	2
Labor Day	1
Thanksgiving	2
Good Friday	1
Memorial Day	1
Tri-county	<u>1/2</u>
	7-1/2 days
Preschool Testing and Enrollment	10 days

165-1/2 teaching
7-1/2 paid days
10 enrollment

183 total days

LETTER OF UNDERSTANDING

It is agreed that there was no agreement on Article X, Section B. 11. regarding whether the contract is violated if non-bargaining unit members are offered more for extra work. The Board compromised its language with that understanding.

D. Bonato 6/23/83

R. Nicholson 6/23/83

LETTER OF UNDERSTANDING

RE: Article III, Section B. 3.

There was no agreement regarding whether the language pertaining to student boycotts and student unrest would apply to situations where Act of God days are rescheduled but the rescheduled day could not be counted (as determined by the State Department of Education) as a day of instruction because of student attendance. The Board and the Association compromised their positions on that basis.

However, should such days be rescheduled without pay and an arbitration result, the parties agree to be bound by the decision of the Arbitrator.

LETTER OF AGREEMENT
Between
ALBION BOARD OF EDUCATION
And
SCUBA/ALBION EDUCATION ASSOCIATION-MEA-NEA

The parties mutually agree that compenstion for At Risk Programs outside school hours will be the same rate as summer school pay.

FOR THE BOARD

/s/ Judyth L. Dobbert
Superintendent

May 2, 1995

/s/ David C. Farley
Board of Education

May 2, 1995

FOR THE ASSOCIATION

/s/ Thomas E. Chisholm
SCUBA Chairperson

April 25, 1995

/s/ Marilyn P. Hennon
Albion Education Assn. President

April 25, 1995

1995

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Family and Medical Leave Act of 1993

Following is the text of the Family and Medical Leave Act of 1993, which requires employers with 50 or more workers to provide eligible employees up to 12 weeks of unpaid, job-protected leave in a 12-month period to care for a newborn or newly placed adopted or foster child to care for a seriously ill child, spouse, or parent, or because of the employee's own illness. Signed into law February 4, 1993, the law will be effective in six months, except for employers covered under a collective bargaining agreement, for which the law is effective upon termination of the agreement or in 12 months, whichever is earlier. The provision establishing a Commission on Leave is effective February 4, 1993.

FAMILY AND MEDICAL LEAVE

Sec. 1. Short Title: Table of Contents

(a) Short Title.—This Act may be cited as the "Family and Medical Leave Act of 1993".

(b) Table of Contents.—The table of contents is as follows:

Sec. 1. Short Title: Table of Contents

Sec. 2. Findings and Purposes

TITLE I - GENERAL REQUIREMENTS FOR LEAVE

- Sec. 101. Definitions
- Sec. 102. Leave Requirement
- Sec. 103. Certification
- Sec. 104. Employment and Benefits Protection
- Sec. 105. Prohibited Acts
- Sec. 106. Enforcement Authority
- Sec. 107. Determination
- Sec. 108. Special Rules Concerning Employees of Local Educational Agencies
- Sec. 109. Rules

TITLE II - LEAVE FOR CIVIL SERVICE EMPLOYERS

PLATERS

- Sec. 201. Leave Requirement
- Sec. 202. Establishment
- Sec. 203. Notice
- Sec. 204. Membership
- Sec. 205. Compensation
- Sec. 206. Furlough
- Sec. 207. Termination

TITLE III - COMPLETION ON LEAVE

- Sec. 301. Establishment
- Sec. 302. Notice
- Sec. 303. Membership
- Sec. 304. Compensation
- Sec. 305. Furlough
- Sec. 306. Termination

TITLE IV - MISCELLANEOUS PROVISIONS

- Sec. 401. Effect on Other Laws
- Sec. 402. Direct on Existing Employment Benefits
- Sec. 403. Enforcement of Non-Overlapping Leave
- Sec. 404. Public
- Sec. 405. Regulations
- Sec. 406. Executive Orders

TITLE V - COVERAGE OF CONVERSION-NAL EMPLOYERS

- Sec. 501. Leave for Certain State Employees
- Sec. 502. Leave for Certain State Employees

TITLE VI - SOURCE OF COMMISSION

- Sec. 601. Source of Commission

Sec. 2. Findings and Purposes

(a) Findings

(1) The number of single-parent households and two-parent households in which the single parent or both parents work is increasing significantly;

(2) It is important for the development of children and the family unit that fathers and mothers be able to participate in early childrearing and the care of family members who have serious health conditions;

(3) The lack of employment policies to accommodate working parents can force individuals to choose between job security and parenting;

(4) There is inadequate job security for employees who have serious health conditions that prevent them from working for temporary periods;

(5) Due to the nature of the roles of men and women in our society, the primary responsibility for family caregiving often falls on women, and such responsibility affects the working lives of women more than it affects the working lives of men; and

(6) Employment standards that apply to one gender only have serious potential for encouraging employers to discriminate against employees and applicants for employment who are of that gender.

(b) Purposes

It is the purpose of this Act—

(1) to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity;

(2) to enable employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition;

(3) to accomplish the purposes described in paragraphs (1) and (2) in a manner that accommodates the legitimate interests of employers;

(4) to accomplish the purposes described in paragraphs (1) and (2) in a manner that, consistent with the Equal Protection Clause of the Fourteenth Amendment, minimizes the potential for employment discrimination on the basis of sex by ensuring generally that leave is available for eligible medical reasons (including medically-related disability) and for compelling family reasons, on a gender-neutral basis; and

(5) to promote the goal of equal employment opportunity for women and men, pursuant to such clause.

TITLE I - GENERAL REQUIREMENTS FOR LEAVE

Sec. 101. Definitions

As used in this title:

(1) Commerce

The terms "commerce" and "industry or activity affecting commerce" mean any activity, business, or industry in commerce or in which a labor dispute would hinder or obstruct commerce or the free flow of commerce, and include "commerce" and any "industry affecting commerce," as defined in paragraphs (1) and (3) of section 101 of the Labor Management Relations Act, 1947 (29 U.S.C. 142 (1) and (3)).

(2) Eligible Employer

(A) In General

The term "eligible employer" means an employer who has been employed—

(1) for at least 12 months by the employer with respect to whom leave is requested under section 102; and

(2) for at least 1,250 hours of service with such employer during the previous 12-month period.

(3) Exclusions

The term "eligible employer" does not include

(1) any Federal officer or employee covered under subchapter V of chapter 63 of title 5, United States Code (as added by title II of this Act); or

(2) any employee of an employer who is employed at a worksite at which such employer employs less than 50 employees if the total number of employees employed by that employer within 75 miles of that worksite is less than 50.

(C) Determination

For purposes of determining whether an employee meets the hours of service requirement specified in subparagraph (A)(2), the legal standards established under section 7 of the Fair Labor Standards Act of 1938 (29 U.S.C. 207) shall apply.

(3) Employer, Employee, State

The terms "employer", "employee", and "State" have the same meanings given such terms in subsections (c), (e), and (g) of section 3 of the Fair Labor Standards Act of 1938 (29 U.S.C. 203 (c), (e), and (g)).

(4) Employer

(A) In General

The term "employer"

(1) means any person engaged in commerce or in any industry or activity affecting commerce who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year;

(2) includes—

(i) any person who acts, directly or indirectly, in the interest of an employer to any of the employees of such employer; and

(ii) any predecessor in interest of an employer; and

Standards Act of 1938 (29 U.S.C. 203(a)).
(D) Public Agency
For purposes of subparagraph (A)(iii), a person engaged in commerce or in an industry or activity affecting commerce.
(E) Employment Benefits
The term "employment benefits" means all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan," as defined in section 3(23) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 3203).

(5) Health Care Provider
The term "health care provider" means—
(A) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
(B) any other person determined by the Secretary to be capable of providing health care services.
(7) Parent
The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
(8) Person
The term "person" has the same meaning given such term in section 3(a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(a)).
(9) Reduced Leave Schedule
The term "reduced leave schedule" means a leave schedule that reduces the total number of hours per workweek, or days per workday, of an employee.
(10) Secretary
The term "Secretary" means the Secretary of Labor.

The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves—
(A) inpatient care in a hospital, hospice, or residential medical care facility; or
(B) continuing treatment by a health care provider.
(12) Son or Daughter
The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is—
(A) under 18 years of age; or
(B) 18 years of age or older and incapable of self-care because of a mental or physical disability.
(13) Spouse
The term "spouse" means a husband or wife, as the case may be.

Sec. 102. Leave Requirement
(a) In General
(1) Entitlement to Leave
Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:
(A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
(B) Because of the placement of a son or daughter with the employee for adoption or foster care.
(C) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
(D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
(2) Expiration of Entitlement
The entitlement to leave under subparagraphs (A) and (B) of paragraph (1) for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.

Leave under subparagraph (A) or (B) of subsection (a)(1) shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the employer of the employee agree otherwise. Subject to paragraph (2), subsection (a)(2), and section 106(b)(5), leave under subparagraph (C) or (D) of subsection (a)(1) may be taken intermittently or on a reduced leave schedule when medically necessary. The taking of leave intermittently or on a reduced leave schedule pursuant to this paragraph shall not result in a reduction in the total amount of leave to which the employee is entitled under subsection (a) beyond the amount of leave actually taken.
(2) Alternative Position
If an employee requests intermittent leave, or leave on a reduced leave schedule, under subparagraph (C) or (D) of subsection (a)(1), that is foreseeable based on planned medical treatment, the employer may require such employee to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that—
(A) has equivalent pay and benefits; and
(B) better accommodates recurring periods of leave than the regular employment position of the employee.
(c) Unpaid Leave Permitted
Except as provided in subsection (d), leave granted under subsection (a) may consist of unpaid leave. Where an employee is otherwise exempt under regulations issued by the Secretary pursuant to section 13(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 213(a)(1)), the compliance of an employer with this title by providing unpaid leave shall not affect the exempt status of the employee under such section.
(d) Relationship to Paid Leave
(1) Unpaid Leave

fewer than 12 workweeks, the additional weeks of leave necessary to attain the 12 workweeks of leave required under this title may be provided without compensation.
(2) Substitution of Paid Leave
(A) In General
An eligible employee may elect, or an employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, or family leave of the employee for leave provided under subparagraph (A), (B), or (C) of subsection (a)(1) for any part of the 12-week period of such leave under such subsection.
(B) Serious Health Condition
An eligible employee may elect, or an employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, or medical sick leave of the employee for leave provided under subparagraph (C) or (D) of subsection (a)(1) for any part of the 12-week period of such leave under such subsection, except that nothing in this title shall require an employer to provide paid sick leave or paid medical leave in any situation in which such employee would not normally provide any such paid leave.

(c) Foreseeable Leave
(1) Requirement of Notice
In any case in which the necessity for leave under subparagraph (A) or (B) of subsection (a)(1) is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
(2) Duties of Employee
In any case in which the necessity for leave under subparagraph (C) or (D) of subsection (a)(1) is foreseeable based on

(1) Requirement of Notice
In any case in which the necessity for leave under subparagraph (A) or (B) of subsection (a)(1) is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
(2) Duties of Employee
In any case in which the necessity for leave under subparagraph (C) or (D) of subsection (a)(1) is foreseeable based on

concerning any information certified under subsection (b) for such leave.

(2) *Limitation*

A health care provider designated or approved under paragraph (1) shall not be employed on a regular basis by the employer.

(d) *Resolution of Conflicting Opinions*

(1) *In General*

In any case in which the second opinion described in subsection (c) differs from the opinion in the original certification provided under subsection (a), the employer may require, at the expense of the employer, that the employer obtain the opinion of a third health care provider or designate or approve jointly by the employer and the employer concerning the information certified under subsection (b).

(2) *Finality*

The opinion of the third health care provider concerning the information certified under subsection (b) shall be considered to be final and shall be binding on the employer and the employee.

(e) *Subsequent Recertification*

The employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Sec. 104. *Employment and Benefits Protection*

(a) *Restoration to Position*

Except as provided in subsection (b), any eligible employee who takes leave under section 102 for the intended purpose of the leave shall be entitled, on return from such leave—

- (A) to be restored by the employer to the position of employment held by the employee when the leave commenced; or
- (B) to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

(2) *Loss of Benefits*

The taking of leave under section 102 shall not result in the loss of any em-

ployment benefit accrued prior to the date on which the leave commenced.

(3) *Limitations*

Nothing in this section shall be construed to entitle any restored employee to—

- (A) the accrual of any seniority or employment benefits during any period of leave; or
- (B) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

(4) *Certification*

As a condition of restoration under paragraph (1) for an employer who has taken leave under section 102(a)(1)(D), the employer may have a uniformly applied practice or policy that requires each such employee to receive certification from the health care provider of the employee that the employee is able to resume work, except that nothing in this paragraph shall supersede a valid State or local law or a collective bargaining agreement that governs the return to work of such employee.

(5) *Construction*

Nothing in this subsection shall be construed to prohibit an employer from requiring an employee on leave under section 102 to report periodically to the employer on the status and intentions of the employee to return to work.

(b) *Exemption Concerning Certain Highly Compensated Employees*

An employer may deny restoration under subsection (a) to any eligible employee described in paragraph (2) if—

- (A) such denial is necessary to prevent substantial and grave economic injury to the operations of the employer;
- (B) the employer notifies the employee of the intent of the employer to deny restoration on such basis at the time the employer determines that such injury would occur; and
- (C) in any case in which the leave has commenced, the employer elects not to

planned medical treatment, the employer—

or—

- (A) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employer's intention to take leave under such subsection, except that if the date of the treatment requires leave to begin in less than 30 days, the employer shall provide such notice as is practicable.

(7) *Spouse Employed by the Same Employer*

In any case in which a husband and wife entitled to leave under subsection (a) are employed by the same employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period, if such leave is taken—

- (1) under subparagraph (A) or (B) of subsection (a)(1); or
- (2) to care for a sick parent under subparagraph (C) of such subsection.

Sec. 104. *Certification*

(a) *In General*

An employer may require that a request for leave under subparagraph (C) or (D) of section 102(a)(1) be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.

(b) *Sufficient Certification*

Certification provided under subsection (a) shall be sufficient if it states—

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;

(3) the appropriate medical facts within the knowledge of the health care provider regarding the condition;

(4)(A) for purposes of leave under section 102(a)(1)(C), a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and

(B) for purposes of leave under section 102(a)(1)(D), a statement that the employee is unable to perform the functions of the position of the employee.

(5) In the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

(6) In the case of certification for intermittent leave, or leave on a reduced leave schedule, under section 102(a)(1)(D), a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and

(7) In the case of certification for intermittent leave, or leave on a reduced leave schedule, under section 102(a)(1)(C), a statement that the employer's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

(c) *Second Opinion*

(1) *In General*

In any case in which the employer has reason to doubt the validity of the certification provided under subsection (a) for leave under subparagraph (C) or (D) of section 102(a)(1), the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health care provider designated or approved by the employer

vant family, temporary disability, and labor management issues. Such members shall include representatives of employers, including employers from large businesses and from small businesses.

(2) Ex Officio Members

The Secretary of Health and Human Services, the Secretary of Labor, the Secretary of Commerce, and the Administrator of the Small Business Administration shall serve on the Commission as nonvoting ex officio members.

(b) Vacancies

Any vacancy on the Commission shall be filled in the manner in which the original appointment was made. The vacancy shall not affect the power of the remaining members to execute the duties of the Commission.

(c) Chairperson and Vice Chairperson

The Commission shall elect a chairperson and a vice chairperson from among the members of the Commission.

(d) Quorum

Eight members of the Commission shall constitute a quorum for all purposes, except that a lesser number may constitute a quorum for the purpose of holding hearings.

Sec. 304. Compensation

(a) Pay

Members of the Commission shall serve without compensation.

(b) Travel Expenses

Members of the Commission shall be allowed reasonable travel expenses, including a per diem allowance, in accordance with section 6703 of title 5, United States Code, when performing duties of the Commission.

Sec. 305. Powers

(a) Meetings

The Commission shall first meet not later than 30 days after the date on which all members are appointed, and the Commission shall meet thereafter on

the call of the chairperson or a majority of the members.

(b) Hearings and Sessions

The Commission may hold such hearings, sit and act at such times and places, take such testimony, and receive such evidence as the Commission considers appropriate. The Commission may administer oaths or affirmations to witnesses appearing before it.

(c) Access to Information

The Commission may secure directly from any Federal agency information necessary to enable it to carry out this title, if the information may be disclosed under section 552 of title 5, United States Code. Subject to the previous sentence, on the request of the chairperson or vice chairperson of the Commission, the head of such agency shall furnish such information to the Commission.

(d) Use of Facilities and Services

Upon the request of the Commission, the head of any Federal agency may make available to the Commission any of the facilities and services of such agency.

(e) Personnel From Other Agencies

On the request of the Commission, the head of any Federal agency may detail any of the personnel of such agency to serve as an Executive Director of the Commission or assist the Commission in carrying out the duties of the Commission. Any detail shall not interrupt or otherwise affect the civil service status or privileges of the Federal employee.

(f) Voluntary Service

Notwithstanding section 1342 of title 5, United States Code, the chairperson of the Commission may accept for the Commission voluntary services provided by a member of the Commission.

Sec. 306. Termination

The Commission shall terminate 30 days after the date of the submission of the report of the Commission to Congress.

- 3302. Certification
- 3304. Employment and Benefits Protection
- 3305. Prohibition of Service
- 3306. Health Insurance
- 3307. Regulations

"(b) Employees Paid From Nonappropriated Funds

Section 2106(c)(1) of title 5, United States Code, is amended—

- (1) by striking "or" at the end of subparagraph (C); and
- (2) by adding at the end the following new subparagraph:

"(E) subchapter V of chapter 63, which shall be applied so as to construct references to benefit programs to refer to applicable programs for employees paid from nonappropriated funds; or".

TITLE III — COMMISSION ON LEAVE

Sec. 301. Establishment

There is established a commission to be known as the Commission on Leave (referred to in this title as the "Commission").

Sec. 302. Duties

The Commission shall—
(1) conduct a comprehensive study of—

(A) existing and proposed mandatory and voluntary policies relating to family and temporary medical leave, including policies provided by employers not covered under this Act;

(B) the potential costs, benefits, and impact on productivity, job creation and business growth of such policies on employers and employees;

(C) possible differences in costs, benefits, and impact on productivity, job creation and business growth of such policies on employers based on business type and size;

(D) the impact of family and medical leave policies on the availability of employee benefits provided by employers, including employers not covered under this Act;

(E) alternate and equivalent State enforcement of title I with respect to employees described in section 108(a);

(F) methods used by employers to reduce administrative costs of implementing family and medical leave policies;

(G) the ability of the employers to recover, under section 104(c)(2), the premiums described in such section; and

(H) the impact on employers and employees of policies that provide temporary wage replacement during periods of family and medical leave.

(2) not later than 2 years after the date on which the Commission first meets, prepare and submit, to the appropriate Committees of Congress, a report concerning the subjects listed in paragraph (1).

Sec. 303. Membership

(a) Composition

(1) Appointments

The Commission shall be composed of 12 voting members and 4 ex officio members to be appointed not later than 90 days after the date of the enactment of this Act as follows:

(A) Senators

One Senator shall be appointed by the Majority Leader of the Senate, and one Senator shall be appointed by the Minority Leader of the Senate.

(B) Members of House of Representatives

One Member of the House of Representatives shall be appointed by the Speaker of the House of Representatives, and one Member of the House of Representatives shall be appointed by the Minority Leader of the House of Representatives.

(C) Additional Members

(1) Appointment

Two members each shall be appointed by—

(1) the Speaker of the House of Representatives;

(2) the Majority Leader of the Senate;

(3) the Minority Leader of the House of Representatives; and

(4) the Minority Leader of the Senate.

Such members shall be appointed by virtue of demonstrated expertise in rele-

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TITLE IV — MISCELLANEOUS PROVISIONS

Sec. 401. Effect on Other Laws

(a) Federal and State Antidiscrimination Laws

Nothing in this Act or any amendment made by this Act shall be construed to modify or affect any Federal or State law prohibiting discrimination on the basis of race, religion, color, national origin, sex, age, or disability.

(b) State and Local Laws

Nothing in this Act or any amendment made by this Act shall be construed to supersede any provision of any State or local law that provides greater family or medical leave rights than the rights established under this Act or any amendment made by this Act.

Sec. 402. Effect on Existing Employment Benefits

(a) More Protective

Nothing in this Act or any amendment made by this Act shall be construed to diminish the obligation of an employer to comply with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under this Act or any amendment made by this Act.

(b) Less Protective

The rights established for employees under this Act or any amendment made by this Act shall not be diminished by any collective bargaining agreement or any employment benefit program or plan.

Sec. 403. Encouragement of More Generous Leave Policies

Nothing in this Act or any amendment made by this Act shall be construed to discourage employers from adopting or retaining leave policies more generous than any policies that comply with the requirements under this Act or any amendment made by this Act.

subsection (b)(1), except as provided in this section.

(g) Severability

Notwithstanding any other provision of law, if any provision of section 309 of the Government Employee Rights Act of 1991 (2 U.S.C. 1209), or of subsection (b)(1) hereof as it applies such section 309 to an allegation described in subsection (b)(1)(A), is invalidated, both such section 309, and subsection (b)(1) hereof as it applies such section 309 to such an allegation, shall have no force and effect, and shall be considered to be invalidated for purposes of section 322 of such Act (2 U.S.C. 1221).

(h) Definitions

As used in this section:

(1) Employing Office

The term "employing office" means the office with the final authority described in section 301(2) of such Act (2 U.S.C. 1201(2)).

(2) Senate Employee

The term "Senate employee" means an employee described in subparagraph (A) or (B) of section 301(e)(1) of such Act (2 U.S.C. 1201(e)(1)) who has been employed for at least 12 months on either a temporary or intermittent basis by any employing office.

Sec. 502. Leave for Certain House Employees

(a) In General

The rights and protections under sections 102 through 105 (other than section 104(b)) shall apply to any employee in an employment position and any employing authority of the House of Representatives.

(b) Administration

In the administration of this section, the remedies and procedures under the Fair Employment Practices Resolution shall be applied.

(c) Definition

As used in this section, the term "Fair Employment Practices Resolution" means rule L of the Rules of the House of Representatives.

101 through 105, with respect to Senate employment of a Senate employee; and (B) apply to such an allegation in the same manner and to the same extent as such sections of the Government Employee Rights Act of 1991 apply with respect to an allegation of a violation under such Act.

(2) Enforce

Such an allegation shall be addressed by the Office of Senate Fair Employment Practices or such other entity as the Senate may designate.

(c) Rights of Employees

The Office of Senate Fair Employment Practices shall ensure that Senate employees are informed of their rights under sections 101 through 105.

(d) Limitations

A request for counseling under section 305 of such Act, by a Senate employee alleging a violation of a provision of sections 101 through 105 shall be made not later than 2 years after the date of the last event constituting the alleged violation for which the counseling is requested, or not later than 3 years after such date in the case of a willful violation of section 105.

(e) Applicable Remedies

The remedies applicable to individuals who demonstrate a violation of a provision of sections 101 through 105 shall be such remedies as would be appropriate if awarded under paragraph (1) or (2) of section 107(a).

(f) Exercise of Rulemaking Power

The provisions of subsections (b), (c), (d), and (e), except as such subsections apply with respect to section 309 of the Government Employee Rights Act of 1991 (2 U.S.C. 1209), are enacted by the Senate as an exercise of the rulemaking power of the Senate, with full recognition of the right of the Senate to change its rules, in the same manner, and to the same extent, as in the case of any other rule of the Senate. No Senate employee may commence a judicial proceeding with respect to an allegation described in

Sec. 404. Regulations

The Secretary of Labor shall prescribe such regulations as are necessary to carry out title I and this title not later than 120 days after the date of the enactment of this Act.

Sec. 405. Effective Dates

(a) Title III

Title III shall take effect on the date of the enactment of this Act.

(b) Other Titles

(1) In General

Except as provided in paragraph (2), titles I, II, and V and this title shall take effect 6 months after the date of the enactment of this Act.

(2) Collective Bargaining Agreements

In the case of a collective bargaining agreement in effect on the effective date prescribed by paragraph (1), title I shall apply on the earlier of—
(A) the date of the termination of such agreement; or
(B) the date that occurs 12 months after the date of the enactment of this Act.

TITLE V — COVERAGE OF CONGRESSIONAL EMPLOYEES

Sec. 501. Leave for Certain Senate Employees

(a) Coverage

The rights and protections established under sections 101 through 105 shall apply with respect to a Senate employee and an employing office. For purposes of such application, the term "eligible employee" means a Senate employee and the term "employer" means an employing office.

(b) Consideration of Allegations

(1) Applicable Provisions

The provisions of sections 304 through 313 of the Government Employee Rights Act of 1991 (2 U.S.C. 1204-1213) shall, except as provided in subsections (d) and (e)—

(A) apply with respect to an allegation of a violation of a provision of sections

FAMILY AND MEDICAL LEAVE ACT

(1) *In General*

Except as otherwise provided in this section, the rights (including the rights under section 104, which shall extend throughout the period of leave of any employee under this section), remedies, and procedures under this title shall apply to—

(A) any "local educational agency" (as defined in section 1471(12) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 2891(12))) and an eligible employee of the agency; and

(B) any private elementary or secondary school and an eligible employee of the school.

(2) *Definitions*

For purposes of the application described in paragraph (1):

(A) *Eligible Employee*

The term "eligible employee" means an eligible employee of an agency or school described in paragraph (1).

(B) *Employer*

The term "employer" means an agency or school described in paragraph (1).

(b) *Leave Does Not Violate Certain Other Federal Laws*

A local educational agency and a private elementary or secondary school shall not be in violation of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), solely as a result of an eligible employee of such agency or school exercising the rights of such employee under this title.

(c) *Intermittent Leave or Leave on Reduced Schedule for Instructional Employees*

(1) *In General*

Subject to paragraph (2), in any case in which an eligible employee employed principally in an instructional capacity by any such educational agency or school requests leave under subparagraph (C) or (D) of section 102(a)(1) that is foreseeable based on planned medical treatment and the employee would be on leave for

greater than 50 percent of the total number of working days in the period during which the leave would extend, the agency or school may require that such employee so elect either—

(A) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

(B) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that—

(i) has equivalent pay and benefit; and

(ii) better accommodates recurring periods of leave than the regular employment position of the employee.

(2) *Application*

The elections described in subparagraphs (A) and (B) of paragraph (1) shall apply only with respect to an eligible employee who complies with section 102(a)(1).

(d) *Rules Applicable to Periods Near the Conclusion of an Academic Term*

The following rules shall apply with respect to periods of leave near the conclusion of an academic term in the case of any eligible employee employed principally in an instructional capacity by any such educational agency or school:

(1) *Leave More Than 5 Weeks Prior to End of Term*

If the eligible employee begins leave under section 102 more than 5 weeks prior to the end of the academic term, the agency or school may require the employee to continue taking leave until the end of such term, if—

(A) the leave is of at least 3 weeks duration; and

(B) the return to employment would occur during the 3-week period before the end of such term.

(2) *Leave Less Than 5 Weeks Prior to End of Term*

If the eligible employee begins leave under subparagraph (A), (B), or (C) of section 102(a)(1) during the period that commences 5 weeks prior to the end of the academic term, the agency or school

jurisdiction by any one or more employees for and in behalf of—

(A) the employee; or

(B) the employee and other employees similarly situated.

(3) *Fee and Costs*

The court in any action shall, in addition to any judgment awarded to the plaintiff, allow a reasonable attorney's fee, reasonable expert witness fees, and other costs of the action to be paid by the defendant.

(4) *Limitations*

The right provided by paragraph (2) to bring an action by or on behalf of any employee shall terminate—

(A) on the filing of a complaint by the Secretary in an action under subsection (d) in which restraint is sought of any further delay in the payment of the amount described in paragraph (1)(A) to such employee by an employer responsible under paragraph (1) for the payment; or

(B) on the filing of a complaint by the Secretary in an action under subsection (b) in which a recovery is sought of the damages described in paragraph (1)(A) owing to an eligible employee by an employer liable under paragraph (1), unless the action described in subparagraph (A) or (B) is dismissed without prejudice on motion of the Secretary.

(b) *Action by the Secretary*

(1) *Administrative Action*

The Secretary shall receive, investigate, and attempt to resolve complaints of violations of section 105 in the same manner that the Secretary receives, investigates, and attempts to resolve complaints of violations of sections 6 and 7 of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 and 207).

(2) *Civil Action*

The Secretary may bring an action in any court of competent jurisdiction to recover the damages described in subsection (a)(1)(A).

(3) *Same Recovered*

Any sums recovered by the Secretary pursuant to paragraph (2) shall be held

in a special deposit account and shall be paid, on order of the Secretary, directly to each employee affected. Any such sums not paid to an employee because of inability to do so within a period of 3 years shall be deposited into the Treasury of the United States as miscellaneous receipts.

(c) *Limitation*

(1) *In General*

Except as provided in paragraph (2), an action may be brought under this section not later than 2 years after the date of the last event constituting the alleged violation for which the action is brought.

(2) *Willful Violation*

In the case of such action brought for a willful violation of section 105, such action may be brought within 3 years of the date of the last event constituting the alleged violation for which such action is brought.

(3) *Commencement*

In determining when an action is commenced by the Secretary under this section for the purposes of this subsection, it shall be considered to be commenced on the date when the complaint is filed.

(d) *Action for Injunction by Secretary*

The district courts of the United States shall have jurisdiction, for cause shown, in an action brought by the Secretary—

(1) to restrain violations of section 105, including the restraint of any withholding of payment of wages, salary, employment benefit, or other compensation, plus interest, found by the court to be due to eligible employee; or

(2) to award such other equitable relief as may be appropriate, including employment, reinstatement, and promotion.

(e) *Solicitor of Labor*

The Solicitor of Labor may appear for and represent the Secretary on any litigation brought under this section.

Sec. 108. Special Rules Concerning Employees of Local Educational Agencies

(a) *Application*

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Labor Standards Act of 1938 (29 U.S.C. 209).

It shall be unlawful for any person to discharge or in any other manner discriminate against any individual because such individual—

- (1) has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to this title;
- (2) has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this title; or
- (3) has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this title.

Sec. 106. Investigative Authority

(a) In General To ensure compliance with the provisions of this title, or any regulation or order issued under this title, the Secretary shall have, subject to subsection (c), the investigative authority provided under section 11(a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 211(a)).

(b) Obligation to Keep and Preserve Records

Any employer shall make, keep, and preserve records pertaining to compliance with this title in accordance with section 11(c) of the Fair Labor Standards Act of 1938 (29 U.S.C. 211(c)) and in accordance with regulations issued by the Secretary.

(c) Required Submissions Generally Limited to an Annual Basis

The Secretary shall not under the authority of this section require any employer or any plan, fund, or program to submit to the Secretary any books or records more than once during any 12-month period, unless the Secretary has reasonable cause to believe there may exist a violation of this title or any regulation or order issued pursuant to this title, or is investigating a charge pursuant to section 107(b).

(d) Subpoena Powers

For the purposes of any investigation provided for in this section, the Secretary shall have the subpoena authority provided for under section 9 of the Fair

return to employment after receiving such notice.

(2) Affected Employees

An eligible employee described in paragraph (1) is a salaried eligible employee who is among the highest paid 10 percent of the employees employed by the employer within 75 miles of the facility at which the employee is employed.

(c) Maintenance of Health Benefits

(1) Coverage Except as provided in paragraph (2), during any period that an eligible employee takes leave under section 102, the employer shall maintain coverage under any "group health plan" (as defined in section 5000(b)(1) of the Internal Revenue Code of 1986) for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

(2) Failure to Return from Leave

The employer may recover the premium that the employer paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave under section 102 if—

(A) the employee fails to return from leave under section 102 after the period of leave to which the employee is entitled has expired; and

(B) the employee fails to return to work for a reason other than—

(1) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subparagraph (C) or (D) of section 102(a)(1); or

(2) other circumstances beyond the control of the employee.

(3) Certification

(A) Issuance

An employer may require that a claim that an employee is unable to return to work because of the continuation, recurrence, or onset of the serious health condition described in paragraph (2)(B)(1) be supported by—

(i) a certification issued by the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate, in the case of an employee unable to return to work because of a condition specified in section 102(a)(1)(C); or

(ii) a certification issued by the health care provider of the eligible employee, in the case of an employee unable to return to work because of a condition specified in section 102(a)(1)(D).

(B) Copy

The employer shall provide, in a timely manner, a copy of such certification to the employer.

(C) Sufficiency of Certification

(i) Leave Due to Serious Health Condition of Employee.—The certification described in subparagraph (A)(i) shall be sufficient if the certification states that a serious health condition prevented the employee from being able to perform the functions of the position of the employee on the date that the leave of the employee expired.

(ii) Leave Due to Serious Health Condition of Family Member.—The certification described in subparagraph (A)(ii) shall be sufficient if the certification states that the employee is needed to care for the son, daughter, spouse, or parent who has a serious health condition on the date that the leave of the employee expired.

Sec. 108. Prohibited Acts

(a) Interference With Rights

(1) Exercise of Rights

It shall be unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this title.

(2) Discrimination

It shall be unlawful for any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this title.

(b) Interference With Proceedings or Inquiries

TITLE VI — SENSE OF CONGRESS

1. Sense of Congress
the sense of the Congress that:
the Secretary of Defense shall conduct a comprehensive review of current military policy with respect to the treatment of homosexuals in the Armed Forces which review shall include the basis for current policy of mandatory separation of all service men and women and the effects of any change in policy on morale, discipline, and effectiveness.

(c) The Secretary shall report the results of such review and consultations and his recommendations to the President and to the Congress no later than July 15, 1986.

(d) The Senate Committee on Armed Services shall conduct (i) comprehensive hearings on the current military policy with respect to the service of homosexuals in the military service; and (ii) shall conduct oversight hearings on the Secretary's recommendations as such are reported.



