

8/97

Agreement Between

**The
Board of Education**

of

**Davison Community
Schools**

and

**The Davison Education
Association**

1994-1997

Davison Community Schools

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF DAVISON COMMUNITY SCHOOLS AND
THE DAVISON EDUCATION ASSOCIATION MEA/NEA**

THIS AGREEMENT entered into this 12th day of September, 1994 by and between the Board of Education of Davison Community Schools, Davison, Michigan, hereinafter called the "Board" and the Davison Education Association MEA/NEA, an affiliate of the Michigan and National Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Davison is their mutual aim; and

WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS, the parties have reached certain understandings which they desire to memorialize,

NOW THEREFORE, in consideration of the following covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, in accordance with Section eleven (11) of Act 379, Public Acts of 1965, for all professional personnel, (including personnel on tenure, probation, classroom teachers, learning disability consultants, guidance counselors, librarians, school psychologists, social workers, speech and hearing therapists, school nurses employed or to be employed by the Board) whether under contract, on leave, or on a per diem basis but excluding Superintendent, assistant Superintendent, Principals, Assistant Principals, Business Manager, Curriculum Director, Director of Special Education, Athletic Director, Director of Guidance Services, Director of Community Education, Community Education Assistant, office and clerical employees and day-to-day substitutes and all temporary employees who are employed for less than ninety (90) consecutive teaching days for the same teacher and other positions which are supervisory within the meaning of the Public Employment Relations Act.

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to present at such adjustment.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. Any individual contract of employment shall be subject to and consistent with the terms and conditions of this Agreement.
- D. 1. All members of the bargaining unit shall either maintain United Profession membership during the term of the contract or shall pay a legally permissible amount as specified by the Association as a representative fee, the amount of which shall have been properly established in accordance with the law. Dues of the representation fee shall be paid or payroll deductions authorized by the teacher within thirty (30) days of the commencement of the school year or of employment.

In the event that a teacher fails to pay the membership dues or representation fees within thirty (30) days, the Board shall deduct the specified representation fees due for the year from the bargaining unit member's salary and remit the same to the DEA. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article shall, upon notice from the DEA, constitute reasonable and just cause for payroll deduction of representation fees.

The procedure in all cases of payroll deduction of representation fees for violation of this Article shall be as follows:

- a. The DEA shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a notice for involuntary payroll deduction of representation fees will be filed with the Board in the event that teacher does not pay the representation fees within ten (10) days.
- b. If the teacher fails to comply, the DEA shall indicate in writing to the Board the need for involuntary payroll deduction of representation fees. A copy of the notice of non-compliance sent to the teacher and the proof of service thereof shall be attached to said notice to the Board.
- c. The Board shall deduct any delinquent representation fees upon notice of noncompliance and proof of service from the DEA. The involuntary payroll deduction of representation fees shall be in one lump sum for the year.

Should payroll deduction of representation fees as provided in Section D.1. be found contrary to law by an administrative tribunal or court of competent jurisdiction, section D.1. of the 1985-86 contract shall be deemed in effect and the parties shall meet to discuss its implementation.

2. The Association will protect and save harmless the Board and each member thereof from any and all claims, demands, suits, costs and other forms of liability, including attorney fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the sections of this Article subject to the following conditions:

- a. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
- b. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of any section hereof, or the expense which may be assessed against the Board by any court or tribunal.
- c. The Association shall have the right to compromise or settle any claim made against the Board under this section after consultation with the Board.
- d. The Board shall comply with all advice of counsel as selected by the Association.

ARTICLE II

BOARD RIGHTS

- A. The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The exercise of the powers, rights and authorities by the employer, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the United States.
- C. Nothing in this Article is intended to limit any other rights of the Board not expressly included in this article, where the exercise of such rights is not in conflict with any other provisions of this Agreement.
- D. One (1) copy of the handbook of current Board Policy shall continue to be available in each building teachers' lounge and one copy shall be assigned to the Association President. Changes thereafter shall be posted on the Association bulletin board in each building within ten (10) days of adoption with a copy sent to the Association President.
- E. Existing building policies shall be put in writing and shall be distributed in each building to all teachers at the beginning of each year. Changes made after distribution of written policies each year shall be distributed immediately to the teachers in the affected building.

- F. It is the policy of the Davison Community Schools District that no person shall, on the basis of sex, age, race, color, national origin, or handicap, be excluded from participating in, be denied the benefits of, or be subjected to discrimination, in employment or any of its programs or activities.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the recognized bargaining unit shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising government power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or any other teacher organization, his/her participation in any activities of the Association or of any other teacher organization, his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.
- B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association or any other teacher organization either on or off school premises. Bulletin boards and other established media of communication shall be made available for the use of the Association and its members, in an area not frequented by students, provided such use will be in accordance with professional standards.
- C. The Association and its members shall have the right, upon previous notification to the building principal, to use available school facilities for meetings between the close of school and 10:00 p.m. provided such school buildings have night custodial personnel. Meetings whose activities may exceed the 10:00 p.m. limit may also be arranged for by previous notification to the building principal.
- D. The Board agrees to furnish, without cost, to the Association in response to reasonable requests, all information in the format available concerning the financial resources of the district and other such reasonably available information

as will assist the Association in negotiations and implementation of this Agreement and in the processing of any grievance.

- E. The Board will continue to provide for inservice training workshops for all teaching staff on a released-time basis. The Board and Association, through the Professional Development Policy Board, composed of at least 50% teachers, will cooperate in planning of those inservice sessions for staff on a released-time basis which are scheduled in the annual calendars which accompany this agreement. The Professional Development Policy Board shall make its recommendations to the appropriate administrator. If the administrator declines to approve a program recommended by the committee, he/she shall give reasons to the committee in writing.

Both parties also recognize the importance of systematic staff development and training beyond the scheduled half-day inservice sessions. The Professional Development Policy Board will monitor and assist in this process upon request.

- F. The Board agrees to provide released time for the president, other officers, and committee chairmen of the Association, as deemed necessary by the Association. There shall be no deduction from salaries, provided that the Association shall pay for the cost of any necessary substitutes. No released time shall be granted unless the Association notified the building principal's office in writing forty-eight (48) hours in advance of the proposed absences. Whenever meetings of mutual benefit to the Board and the Association are called by the Superintendent, the Superintendent may, at his discretion, schedule such meetings during the normal school day, and the Board shall pay the cost of released time for the Association representatives requested to attend.
- G. The Board agrees to provide for the Association the use of school equipment and facilities for the duplication of printed materials provided such use does not interfere with or interrupt normal school operations. The Association agrees to assume the cost of repair to school equipment if damaged while in use for Association business. The Association shall furnish their own materials for such purposes and shall not use school materials.
- H. The Board agrees to reasonable payroll deductions as requested by the Association which shall include, but not be limited to:
 - 1. United Profession Dues or representation fee
 - 2. Flint Area School Employees Credit Union
 - 3. United Fund
 - 4. Savings Bonds
 - 5. Tax Deferred Annuities
 - 6. MESSA and MEFSA programs
 - 7. Horace Mann

- I. The Board agrees to forward to the Association President an agenda and minutes of each school board meeting at the time each are distributed to the school board members.
- J. The representative of the Board will review with the Association designated representatives any millage or bond issue proposals prior to final action by the Board.
- K. Building principals will discuss ordering procedures with teachers in advance of the ordering deadlines.
- L. By December 1 of each year, the Board shall furnish each teacher with his/her individual contract. Supplemental contracts for all summer school, drivers education, adult education and schedule B appointments shall be furnished to the affected teacher within ten (10) days of the commencement of the duties.
- M. Duly authorized representatives of the Association, as specified in writing to the building principal at the beginning of each school year, shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Any Association representative from outside the building must inform office personnel (if available) upon entering the building.
- N. Each elementary building administrator shall, at the beginning of each semester, designate a head teacher who shall be authorized to act for the administrator when such administrator is absent from the building. The teacher appointed must provide in writing his/her acceptance of appointment. The name of the head teacher and his/her duties and responsibilities as specified by the principal shall be provided in writing to the staff. If the teacher's liability insurance will not cover his/her acting in such administrative capacity, the Board shall obtain insurance coverage specifically covering the teacher acting in administrative capacity during the absence of the administrator. The administrator will provide, when possible, advance notification of absence. Head teacher(s) may not evaluate or discipline teachers. No teacher other than the head teacher shall be required to fill in for the building principal during his/her absence. The position shall not be considered a staff vacancy for the purpose of selection. Compensation per semester shall be:

- \$250 at Hill, Thomson
- \$350 at Siple
- \$450 at Gates
- \$550 at Central

A teacher, while acting as head teacher, shall be expected to meet his/her regular classroom obligations but in no case shall a head teacher be expected to leave a classroom unattended in order to perform head teacher duties and in no case shall neighboring teachers be expected to assume classroom responsibilities while the head teacher is not in his/her classroom except in emergencies.

- O. The Board may establish chairpersons for the departments in the Middle and Senior High Schools. Vacancies in such positions shall be posted pursuant to the provisions of Article VIII of this Agreement. Applicants shall be considered by members of the departments involved and a recommendation stating their choice shall be forwarded to the immediate supervisor. After consideration of said recommendation, the immediate supervisor shall make the final decision as to the selection of the department chairperson. Not less than every two years each department in secondary schools shall consult with the building principal regarding the effectiveness of said department and make recommendations for improvement. Each chairperson shall be compensated pursuant to Schedule B of this Agreement, and shall be assigned one less class period per day.
- P. The Association shall participate in formulation of the annual school calendar.
- Q. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such cases, the parties agree to meet to renegotiate the provision(s) within thirty (30) days.

ARTICLE IV

PROFESSIONAL COMPENSATION AND REIMBURSEMENT

- A.
 - 1. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Appendix A is subject to the provision of Article VIII, Section K regarding unemployment compensation.
 - 2. Salary differentials of teachers covered by this Agreement are in Appendix B which is attached to and incorporated in this Agreement.
 - 3. The salaries and salary differentials set forth in Appendices A and B shall remain in effect during the term of this Agreement.
- B.
 - 1.
 - a. For driver education, summer school, adult education, and for

summer curriculum and related committee work, the teacher shall be entitled to appropriate additional professional compensation as set forth in Appendix A-4 which is attached to and incorporated in this Agreement. (See B. 3. below for the rate for other professional work.)

- b. The professional hourly rate of any teacher shall be determined by the following formula: Multiply the number of work days specified in the calendar by eight (8) hours which yields the number of hours. Divide the employee's base salary by the number of hours which will yield the employee's professional hourly rate.
 - c. The docking of pay for regular teaching shall be computed on the basis of the formula above. The docking of pay of Adult Education, Driver Education, and Summer School teachers and summer curriculum and related committee work shall be on the basis of their hourly rate as set forth in Appendix A-4.
2. a. It is agreed that the Board may require 180 days of instruction per year. The Board shall be entitled to reschedule any days lost which cannot be counted for full State Aid and/or to satisfy all legal and Department of Education requirements. The rescheduling of such days shall not entitle employees to any other additional compensation over their contractual salaries. Days which are rescheduled shall be added to the end of the school year unless mutually agreed otherwise.
- b. In any instance where classes are cancelled, either for the entire district or for an individual building, due to inclement weather, fires, epidemics, mechanical breakdowns, health conditions, or other conditions beyond the control of the Board, teachers shall be dismissed after the students leave as soon as supervision of students is complete.

In the event school is cancelled after the teachers' normal report time, teachers shall be paid at their prorated professional hourly rate for all time worked prior to cancellation, if the district fails to meet the daily State Aid requirement. This additional time shall not be considered part of the teachers' duty days.

In the event school is cancelled after the commencement of classes, no make-up day will be scheduled if the district has met the daily State Aid requirements. In the event of cancellation of non-instructional days, days missed will be made up to assure the

total contracted work days.

- c. When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students' rescheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day.
 - d. In the event a teacher receives unemployment compensation benefits (which as used herein also includes "under-employment benefits") during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.
 - e. Any decision to cancel days or portions of days, or delay the starting time, shall not be grievable.
 - f. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction days, when pupil instruction is not provided due to conditions not within the control of school authorities in addition to the current two (2) days, it is agreed that for these specific days bargaining unit members shall be excused from reporting to duty without loss of pay. These specific days lost due to school closing under the foregoing circumstances shall not be rescheduled.
3. The teacher shall also be paid his/her established hourly rate, in addition to his/her base salary (Appendix A rate), for any other extension of professional duties beyond the normal teaching hours and the normal school year, except as provided in Appendix D - Calendar, for new teachers and be paid at his/her hourly rate for substitution during his/her planning period for any other teacher who is absent from his/her classroom. Although it is discouraged as customary practice, because of its adverse effect upon the teaching-learning situation, it is recognized that there may be emergency situations when a substitute teacher cannot be obtained for an elementary classroom and the absent teacher's classroom

of children might conceivably have to be divided among several teachers. In the event of such a situation, those teachers assuming a portion of the absent teacher's students shall each be paid that fraction of his/her daily contractual pay which is to be determined in accordance with paragraph B-1 above which coincides with the fraction of the absent teacher's classroom placed into his/her room during the emergency situation.

- C. All adjustments to salary as a result of additional training shall be effective at the beginning of the semester following the date on which courses are successfully completed and upon presentation of appropriate credentials. Should credentials arrive after the beginning of the semester following the date on which such courses were successfully completed, payment shall be retroactive to the start of the semester in which the credentials were received in the personnel office.
- D. Any teacher using his/her personal automobile in the performance of school-connected activities, when a school automobile is not available, shall be paid a mileage rate according to current Board policy. Itinerant teachers shall also receive the same mileage for miles driven to and from the various teaching stations, but they shall not receive mileage to the first building in which they work nor home from the last building in which they work each day.
- E. Teachers may be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration. The Board shall pay the reasonable expenses including fees, meals, lodging, transportation upon presentation of receipts for same (excluding mileage) incurred during the attendance of such meeting at the request of and/or with the advance approval of the building principal.

ARTICLE V

TEACHER DAY

- A.
 - 1. The high school (9-12) teacher day shall be seven (7) hours and twenty-five (25) minutes. Teachers are to be in their building twenty (20) minutes before students and in their classroom ten (10) minutes prior to the start of class and remain in the classroom five (5) minutes after students leave in grades 9-12.
 - 2. The middle school (6-8) teacher day shall be seven (7) hours and fifteen (15) minutes. Teachers are to be in their building ten (10) minutes before

students and in the classroom five (5) minutes prior to the start of class, and remain in the classroom five (5) minutes after students leave in grades 6-8. As a general rule, teachers are expected to stay until after regular buses have left the school area.

3. The elementary (K-5) teacher day shall be no longer than seven (7) hours in 1994/95. The elementary teacher day may be lengthened to seven (7) hours and five (5) minutes in 1995/96, and to seven (7) hours and ten (10) minutes beginning in 1996/97. (See Appendix L.)
 - a. Elementary teachers (1-5) will report to their respective buildings and be in their classroom five (5) minutes before students are presently scheduled to unload from buses. All elementary teachers (1-5) may leave their classroom five (5) minutes after students are presently scheduled to be dismissed.
 - b. In 1994/95 Kindergarten teachers will report to their respective buildings ten (10) minutes before students are presently scheduled to unload from buses and may leave ten (10) minutes after students are presently scheduled to be dismissed. In 1995/96 and 1996/97 kindergarten teachers may leave twenty (20) minutes after students are presently scheduled to be dismissed.
 4. Teachers will be required to conduct reasonable professional duties which shall include but not be limited to supervision of students within their respective classroom areas. It is the responsibility of teachers to be available to students for discussing make-up work, giving make-up assignments, and to give make-up tests at times when students are not in other teachers' classes. Teachers shall not give make-up tests and assignments during times when students are in other teachers' classes.
 5. Teachers taking after-school college courses shall notify their immediate supervisor, in advance, as to the days of class sessions and the duration of said courses, and certain exceptions may be made to allow such teachers to leave earlier.
- B. The Board recognizes the principle of a standard forty-hour (40) work week and a thirty-seven (37) week work year and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week and work year. The Board will not require teachers regularly to work in excess of such standard work week or work year within, or outside of any school building.
- C. 1. Teachers and itinerant personnel may be required to remain after school,

without additional compensation, for up to forty (40) minutes past the teacher's regular school hours, on an average of two (2) days each month (but in no case to exceed three (3) in any one month), to attend meetings if called by the school principal, director of special education, or director of media services. To the extent possible, memoranda will be utilized to shorten the content and time of such staff meeting. Teachers shall receive an agenda for each meeting at least one week in advance.

2. Teachers may be required to attend not more than five (5) evening meetings during the school year. Notice of such meetings shall be given not less than two (2) weeks prior to the meeting. Attendance at all other evening meetings will be at the option of the individual teacher.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period, to be accomplished by the hiring of teacher aides. This lunch period shall in no event be less than thirty (30) minutes.
 - E. Every teacher shall be provided with a minimum of eighty (80) minutes per day, free from the supervision of students, for lunch and planning periods. It is understood that because of the busing schedule, Central, Hill, Thomson Elementary schools will have sixty-five (65) minutes of preparation time including a thirty-five (35) minute lunch period instead of eighty (80) minutes for lunch and planning.
 - F. Whenever possible, the schedules of traveling teachers shall be so arranged as to provide that their relief time will occur at their "home" building location.
 - G. Because the services of certain teachers, such as music/drama, computer, gym, eye-hand coordination and art teachers, provide a period of "duty" time for elementary teachers, the Board agrees that, in the absence of such certain teachers, whenever possible, the regular duty period of the classroom teacher shall not be discontinued but provided for through the employment of substitute teachers, who, if not qualified to teach the teacher's subject, will be furnished with such materials that they might present a period of music or art appreciation.
 - H. Teachers and itinerant personnel shall be in their classrooms at any time the students are assigned to that room; at the beginning of the teacher's working day, or the regularly announced time for the end of any recess or lunch period; unless scheduled for a planning period for emergency purposes, or unless assigned by the principal to any other location.
 - I. Each elementary teacher shall be provided with a minimum of two (2) twenty-five (25) minute periods of duty time, as described in Section G above, each week in addition to regularly scheduled planning periods. During such periods,

teachers shall be considered to be on duty, but such duty will not include mandatory supervision of students.

- J. It is expected that teachers will continue the volunteer curriculum and related committee work they are presently doing during the school year. Should there not be sufficient time to complete the work, the following options will be considered and may be approved by the Assistant superintendent for Curriculum:
- time will be set aside for summer curriculum and related committee work
 - released time
 - money to be spent on room expenses
 - compensation time
 - a minimum of \$10,000 shall be set aside for funding the above options for curriculum work deemed necessary by the Board of Education.
- K. The guidelines for compensating teachers for loss of planning time are set forth in Appendix F.
- L. Each building will provide a breakfast program, prior to 9:45 a.m. each school day, in compliance with federal law. In the elementary (K-5) buildings, this program will be incorporated as part of the instructional day, and will be supervised by teachers.

ARTICLE VI

TEACHING LOADS AND CONDITIONS

The Board and the Association recognize that optimum school facilities and class sizes are desirable to insure the high quality education that is the goal of both the teacher and the Board.

- A. Subject to the above conditions, class size shall be lowered whenever possible to the specified goal and every effort shall be made to keep class size within the following maxima:

	<u>Grades</u>	<u>Goal</u>	<u>Maximum</u>
1.	Kindergarten and Grade 1	20	27*
2.	Elementary Grades 2-5	25	31*

The class size goal for elementary instrumental music classes shall be 31.

*Overloads will be permitted in an individual room in grades K-5 during an

unforeseen situation provided that a remedy must be effected within a reasonable length of time. During the unforeseen circumstances when the class size exceeds the maximum, a half-time adult teacher aide will be employed, if the teacher so requests, until the remedy is effected.

3. Special classes for the handicapped -- state maximum requirements. In the placement of special education students in general education mainstreamed classrooms, when feasible such students will be placed in such classrooms where they are capable of achieving at an acceptable level.

The special education personnel will act as consultants to the general education teachers relative to such mainstreamed students.

In general education classrooms where educable mentally impaired students receive forty percent (40%) or more of their instructional time, the building principal and director of special services shall, when feasible, reduce the student count of such classrooms.

4. Class sizes in grades 6-12 are not to exceed thirty-two (32) pupils without the consent of the teacher. In addition, the daily classload for teachers with five (5) regularly-scheduled classes per day will not exceed 160 students without the consent of the teacher.

The daily classload for teachers with six (6) regularly-scheduled classes per day will not exceed thirty-two (32) pupils per class or 192 students per day without the consent of the teacher, and it is desirable to maintain daily classloads of 180 students or less. Should it be necessary to exceed a daily classload of 180 students for a teacher with six (6) regularly-scheduled classes per day, the Board will compensate the teacher at a rate of \$45.00 per student per quarter beyond the maximum.

The class size provisions are to be effective after the 10th school day of each marking period. The teacher must have the overload more than 50% of the 9 weeks to qualify for pay. Overload payments, therefore, may be computed four times during the school year.

The above provisions do not apply to teacher assistants, performing group classes in vocal and instrumental music, physical education classes, or study hall.

The maximum class size for physical education classes in grades 6-12 shall be 45 students.

5. The Board will continue the present system of lower sizes for basic classes.
 6. Placement of students in Grades 6-12 shall be based upon measurable criteria as well as the teachers' recommendations.
 7. After the first two (2) weeks in a semester when more than one section of a course is offered during a given class period in grades 6-12, enrollment in each section shall be equalized whenever a difference in excess of three students exists provided such difference has not resulted from students dropping out of the classes.
- C.
1. No senior high school teacher shall be required to teach more than five (5) periods per day and such periods shall not exceed sixty(60) minutes in length.
 2. No middle school teacher shall be required to teach more than six (6) periods per day and such periods shall not exceed fifty (50) minutes each.
- D. No elementary teacher shall be assigned a split classroom, unless absolutely necessary and with the approval of the teacher.
- E. The Board recognizes that appropriate and adequate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- F. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. No teacher shall be required to perform classroom housekeeping duties in order to have his/her classroom properly maintained.
- In the event of emergency situations where health or safety of students and teachers is jeopardized (such as lack of heat, water, electricity, toilet facilities, etc.), an administrator will discuss the matter with the building representative who is teaching in the building involved. When the emergency situation cannot be remedied within a reasonable length of time, students and teachers shall be dismissed or moved to adequate facilities. Teachers shall not be required to work under unsafe or hazardous conditions or to perform those tasks which would endanger their health, safety or well-being.
- G.
1. The Board shall make available to each school adequate lunchroom, restrooms and lavatory facilities exclusively for staff and volunteer use and at least one room appropriately furnished and vented, which shall be reserved for use as a staff and volunteer lounge.
- H. Adequate parking facilities shall be made available to teachers for their exclusive use and so identified.

- I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The teacher, however, shall agree to govern his/her private and personal life, insofar as it affects his/her teaching position, by the principles and provisions of the basic code of professional ethics as recognized by the Association.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils. No teacher shall be prejudiced against in his/her employment because he/she has joined any lodge, religious group, employee association, union, or other lawful organization. No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party, or to any other organization, or to any agent or individual as a condition of employment, or continuation of employment except as is specifically provided in Article I, Section D, of this agreement.
- K. The parties recognize the value of multi-ethnic hiring and the Board reaffirms its past and present policy of hiring the best qualified teachers available and to actively seek to hire on a multi-ethnic basis.
- L. The parties recognize the value of minority oriented texts and materials and the Board reaffirms its past and present policy of adopting such texts and materials where such are of a quality consistent with other texts and materials used and of equivalent educational merit. The Board will actively seek such texts and materials consistent with a balanced educational program.
- M. The Board shall provide four (4) educationally useful periodicals, and adequate storage space for same, in each teachers' lounge. (In buildings with fewer than five (5) teachers, two (2) shall be provided.) Selection of the periodicals shall be made by the teachers in each school with the approval of the building principal or superintendent of schools.
- N. It is agreed that teacher participation on curriculum and related student committees is voluntary. However, when committee studies are completed and reports made, the Board agrees to consider the report and recommendations of the committee when making related decisions. In cases where the committee recommendations are not used, an explanation shall be given to the committee.
- O. When feasible, two teachers may share a single position upon approval of the Board of Education. Such approval must be granted before June 1.

- P. When a teacher is assigned a medically fragile student, the teacher shall not be required to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions including lifting, and/or transferring, nor render routine, scheduled care or maintenance to help with any bodily functions, including lifting and/or transferring, which would not ordinarily be administered to non-medically fragile students. The teacher shall be informed and provided with guidelines regarding emergency measures which may be necessary, on occasion, due to the student's impaired condition.
- Q. Any regular education teacher who has been assigned a student identified with a special educational handicap, as determined by an IEPC, and/or any regular education teacher at the secondary level who has 50% or more special education students (excluding speech and language impairments), as determined by an IEPC, will be able to receive consideration and proposed solution(s) from Special Needs Instructional Committee if either of these conditions creates a significant impact or problem in the classroom. This committee will be comprised of the regular education teacher, counselor and/or psychologist, special education teacher, building administrator and special education director or designee.

The committee will consider, but not be limited to, any or all of the following:

1. class size consideration;
2. teacher training to deal with the identified handicap;
3. procurement of materials appropriate to the identified handicap;
4. team teaching; and/or
5. paraprofessional help for the regular education teacher.

The Special Needs Instructional Committee shall be convened within thirty (30) working days of a request for such a meeting.

- R. The District may avail itself of distant learning in classes of 10 students or less utilizing non-certified employees in the roll of monitor, proctor, paraprofessionals or other supervisory capacity. The administration will meet with the building School Improvement Committee and/or the building Scheduling Committee to discuss options available whenever it is considering using distant learning.

Distant learning shall be defined as TV teaching for a class not under the direct supervision of a teacher. It is agreed that "Distant Learning" is a method to provide increased curriculum opportunities and not a staffing method to reduce staff. The CMC may waive the ten student maximum for legitimate reasons.

ARTICLE VII

VACANCIES, TRANSFERS, ASSIGNMENTS

A. VACANCIES:

1. A vacancy shall be defined for purposes of this contract as a situation where a professional position was previously held by an employee and is to be continued, or when a new professional position is created, as in either situation, there are not teachers on layoff or leave who are certified and qualified, and ready, willing and able, to fill those positions.
2. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in each school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days.
3. Any teacher may apply for such positions. In filling such positions, the Board agrees to give appropriate consideration to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, the posted criteria, and other significant factors included in the posting which are pertinent to the position. Where it is determined by the Board that the qualifications of applicants for bargaining unit positions are substantially equal, particular consideration will be given to length of service to the district. The Board reserves the right to go outside the bargaining unit to fill any non-bargaining unit position and to hire the most qualified candidate. When no qualified applicant (as determined by the Board) applies for a bargaining unit vacancy, the Board reserves the right to go outside the bargaining unit to fill the position and to hire the most qualified candidate.
4. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them without undue disruption to the existing instructional program. If the superintendent, in his reasonable judgment, so determines, such vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be declared vacant unless the temporary employee would then have to be assigned to a position for which he/she is not deemed qualified or he/ she would be eligible for unemployment compensation. Teachers assigned pursuant to this paragraph shall be so informed in writing at the time of employment.
5. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedures shall be followed:
 - a. Teachers with specific interest in possible bargaining unit

vacancies shall notify the superintendent of their interest, in writing, during the last regular week of school, and shall include a summer address.

- b. Should a bargaining unit vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the superintendent and notified of the vacancy.
 - c. The teachers so notified shall have the responsibility of contacting the superintendent indicating their interest in said position within three (3) calendar days of receiving such notification.
 - d. The Association President shall receive a copy of Notice of Vacancy by certified mail.
 - e. The Notice of Vacancy shall be posted in the high school office.
- 6.
- a. Any assignment in addition to the normal teaching schedule during the regular school year, including adult high school completion courses, driver education, extra duties enumerated in Schedule B, summer school courses and substitute teacher during preparation time shall not be obligatory but shall be with the consent of the teacher except for instrument and vocal music teaching assignments where it is the obligation of the assigned teachers to accept the Schedule B music activities as they are an outgrowth of the class content and activities.
 - b. Assignment to all Schedule B positions and summer school, adult high school completion, and driver education courses shall be on a temporary basis until the end of the current season or school year. Preference in making extra duty assignments shall be given to teachers in the district who are determined by the Administration to be qualified as defined in Section A-3 of this Article. When no applicant for the vacancy meets the posted criteria and/or qualifications, the Board reserves the right to go outside the bargaining unit to fill the position. At the end of each season or school year, extra duty positions are considered vacant and shall be posted under Section A of this Article if the activity is to be continued the following year.

B. Requested Reassignment or Transfer

- 1. Requests by a teacher for reassignment to a different class, grade level, subject area or position or transfer to a different building shall be made in writing to the building principal and assistant superintendent. Such request shall specify the reassignment(s) requested in order of preference.
- 2. Requests by a teacher for transfer shall be made on or before March 31.

When reassignments and/or transfers are to be made, the convenience and wishes of the individual teacher will be considered when such reassignment is deemed feasible and would not conflict with the instructional requirements of the school system. If more than one teacher has applied for the same position, the teacher best qualified for that (as determined by their qualifications as defined in Section A-3 of this Article) as determined by the administration will be given preference. However, nothing in this Article shall obligate the Board of Education to grant reassignment and/or transfer requests. When a position is filled, all unsuccessful applicants shall promptly be notified in writing.

3. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as would have been his/hers had he/she been continuously employed as a teacher. The above shall apply to any such administrator hired prior to the 1982-83 school year. Commencing with the 1982-83 school year, seniority for such a teacher shall be frozen at the time of his/her transfer.
4. If transfer requests for a position are pending, no new teacher will be assigned to that position until after a decision to grant or deny the requests for transfer has been made.

C. Unrequested Reassignments and Transfers

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. The Association shall be so notified in each instance along with a written statement of reasons for such assignment. Temporarily shall be defined for the purpose of this Article as not to exceed beyond the current semester.
2. Since the frequent transfers of teachers from one school to another may be disruptive to the educational process and may interfere with optimum teacher performance, the parties agree that unrequested transfers shall be made for good cause and shall not be made for disciplinary reasons. When a transfer or reassignment is to be made, the following factors, by way of illustration and not limitation, shall be considered without any priority or weight in determining which teacher is transferred or reassigned; educational needs, scheduling feasibility, certification, majors and minors, qualifications, educational background, grade level and/or subject matter, teaching experience, extracurricular assignments, effect on staff reduction, when vacancies occur, years of teaching experience, seniority, number of unrequested transfers, assessment of teachers' performance, tenure status, individual preference.
3. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner

as provided in Section A. The requests for transfers on file shall be reviewed prior to making involuntary transfers.

4. When involuntary transfers are made, the Board shall first discuss with the teacher reasons for transfer and state the reasons for the transfer in writing with a copy to the Association.
 5. When an involuntary transfer or reassignment is necessary, volunteers from among those affected will be considered for reassignment first. Every effort will be made to avoid reassigning or transferring of probationary elementary teachers unless the teacher requests such change.
 6. Any teacher who is to be transferred or reassigned for the next semester shall be notified no less than twenty (20) calendar days before the end of the school year or semester prior to its effective date; except that when layoff or recall of staff is being implemented or when other unexpected situations such as late resignations necessitate reassignment thereafter.
 7. Any teacher reassigned involuntarily may resign, and the Board agrees to accept such resignation at any time he/she is so reassigned.
- D.
1. Recognizing the need for flexibility in staffing, it is agreed that the Board may staff non-instructional supervision of students with non-certified personnel who shall not be deemed to be included in the bargaining unit. This supervision by aides or paraprofessionals will be limited to lunchrooms, the Job Training Partnership Act program, the in school suspension program and detention.
 2. The building administrator may at his/her discretion allow teachers in grades 6-12 to voluntarily assume lunchroom supervision in lieu of the teacher's own lunch period for \$7.00 per hour. Before teachers are given an involuntary assignment, the building administrator will consider volunteers for the assignment.
 3. No teacher in grades K-5 shall be assigned lunchroom duty.

ARTICLE VIII

REDUCTION OF STAFF

- A. A seniority list shall be prepared by the Board and verified by the Association. Seniority is defined as length of active service within the bargaining unit excluding time spent on approved leaves, subject to restrictions included in this Master Agreement.
1. It is the individual employee's responsibility to notify the assistant superintendent of any changes or anticipated changes in certification and endorsements and in majors and minors. Such notice must be given prior

to March 31 if it is to be used in determining assignment. Appropriate documentation shall be provided by May 15. Said notice and documentation may be provided after these deadlines and the district may or may not consider them in making staffing decisions.

2. When two or more employees have the same years of service, they will be ranked in order of their respective dates of last hire (date they began working without severing employment).
 3. When two or more employees have the same years of service and dates of hire, they will be ranked in order of their respective Board approval dates.
 4. When two or more employees have the same years of service, dates of hire, and Board approval dates, they will participate in a drawing to determine placement on the seniority list.
 5. The Association and teachers so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
- B. The seniority list including dates of hire, Board approval date, years of service, type of certification, majors, minors, tenure status and lottery standing shall be published and posted conspicuously in all buildings of the district by January 30 of each school year. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. Teachers returning from leaves of absence shall be credited with all seniority accrued prior to said leave. Seniority shall not accrue during a leave of absence except in the case of a person on sabbatical under Article IX of this agreement.
- D. All seniority is lost when employment is severed by resignation, retirement, discharge for cause or transfer to a non-bargaining unit position other than in Article VII, B-3; however, seniority is retained if severance of employment is due to layoff. Laid off teachers retain all seniority accumulated as of the effective date of layoff.
- E. Part-time teachers shall accrue seniority for the portion of the day or year for which they are employed. Full seniority credit shall be given for a semester if a full-time teacher completes one-half or more of a semester.
- F. If the Board deems it necessary to reduce the staff, the following layoff-recall procedure will be used:
1. No tenure teacher shall be laid off where a position is held by a probationary teacher for which a tenured teacher is certified and qualified.

2. Qualifications for purposes of this Article shall be based on:

Grades K-6

- a. K-8 certification or certificate endorsement and meets North Central qualifications as described in Policies and Standards booklet, and
- b. Student teaching in grades K-6 or successful teaching experience within the past six (6) years at the K-6 level. If a teacher lacks successful teaching experience in the past six (6) years, he/she may be appointed to a position if he/she has taken or enrolls to take six (6) semester hours. The teacher may be appointed to a position and take six (6) semester hours of classes within a year to refresh his/her skills. All classes must be completed by May 1st. Failure to complete the prescribed number of specific classes will result in the loss of right to qualify under this provision. Classes must be approved in advance by the assistant superintendent.

Grades 7-8

- a. K-8, 7-8, 7-12 certification or certificate endorsement and a major or minor or the equivalent hours to meet North Central qualifications in the specific teaching area or
- b. Certificate as above and student teaching experience in the discipline or successful teaching experience during the past six (6) years in the discipline.
- c.
 1. A teacher with no previous teaching experience in a subject may be appointed to a teaching position providing he/she meets fifty percent (50%) of the prescribed classes as outlined in the North Central Policy Book. They shall complete the remaining classes at six (6) semester hours per year. Failure to do so will forfeit his/her assignment.
 2. A teacher with previous experience in the subject but not within the past six (6) years may be appointed to a teaching position providing he/she meets one-third (1/3) of the prescribed classes as outlined in the North Central Policy Book. They shall complete the remaining classes at six (6) semester hours per year. Failure to do so will forfeit his/her assignment.
 3. In the case of a teacher being appointed to a mixed subject assignment, the hours must be taken in the subject matter of the majority of the assignment, or in the case of no majority assignment, the choice may be made by the individual teacher. Such classes must be approved in advance by the assistant superintendent.

Grades 9-12

- a. 9-12 certification or certificate endorsement and a major, minor, or the equivalent hours to meet North Central qualifications in the specific discipline, or
 - b. Certification and student teaching in the specific discipline or successful teaching experience in the specific discipline during the past five (5) years, with sufficient hours to meet North Central qualifications.
3. Teachers shall be laid off in inverse order of seniority using the seniority list provided that each teacher retained is certified and qualified for the position assigned.
 4. Teachers shall be given notice of lay-off sixty (60) days prior to the end of the fiscal year. Notice shall be delivered personally in the presence of a witness, or by registered letter to the teacher's last known address. The Association shall be provided notification of such lay-offs. It shall be the responsibility of each teacher to keep the Board informed of his/her current address. In emergency situations, when reduction in revenues and/or enrollment losses necessitate staff reduction at a time which makes it impossible to comply with the above notice requirements, sixty (60) days advance notice shall be given to those affected by the reduction. It is agreed that when a teacher is placed in a full-time teaching position within the sixty (60) day notification period, this provision shall not apply, and notification of termination shall be given in concurrence with issuance of the contract.
 5. Teachers laid off under this section will automatically be granted a leave of absence.
 - a. Such persons may elect to continue insurance benefits at their own expense subject to the rules of the carrier.
 - b. Accumulated sick leave shall remain credited to him/her.
- G. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified in reverse order at layoff.
 - H. A laid off tenure teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a full-time (or the same fraction of a full-time position held prior to lay-off) position for which the laid off teacher is certified or qualified, or failure to respond within five (5) working days of the receipt of a written offer of a position made by the Board shall be deemed a voluntary quit.
 - I. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address.

It is the teacher's responsibility to keep his/her address with the personnel office current.

- J. No new staff shall be hired in positions which staff on lay-off are certified and qualified to fill until all staff on leave or layoff have been offered an opportunity in writing to return to active employment to a position for which they are certified and qualified.
- K. A teacher who is laid off and who is paid unemployment compensation benefits during the summer following the layoff, and who is recalled to a teaching position prior to August 10th of any year, or other mutually acceptable date, will be paid for the next school year an annual salary rate such that the teacher's unemployment compensation plus that annual salary rate will be equal to the rate of the salary the teacher would have earned for the school year had the teacher not been laid off.

ARTICLE IX

LEAVES

A. Time off for National Guard and jury duty shall be granted and the teacher will be paid the difference between duty pay and salary.

B. Sabbatical Leave:

Sabbatical leaves may be granted for planned travel or study, or a combination of travel and study, or for work in the Peace Corps, or as an exchange teacher. It is not intended that routine college work toward a higher degree be considered for sabbatical leave.

1. To qualify for sabbatical leave, a teacher must have seven (7) years or more experience teaching in the Davison Community Schools. The length of the sabbatical leave is to be limited to two (2) consecutive semesters at any one time. It is also necessary that the teacher hold a permanent, continuing, or life certificate. Persons seeking such leave must make application, in writing, through the superintendent, to the Board. Applications must be made prior to March 15 of the year that the leave will occur. The application shall include a plan of the proposed use of the leave period. A teacher on sabbatical leave shall furnish as many reports as the Board of Education deems necessary or reasonable to determine that the teacher is fulfilling the Agreement and all the requirements of the leave. The Board will grant sabbatical leave to no more than two (2) teachers annually with permission of the Board. Applications for sabbatical leave will be reviewed by the Board, and the granting will be dependent upon the content of the application. If more than two applications are made, the Board will determine which teachers shall be granted the leave.
2. During the sabbatical leave, the teacher shall be considered an employee of the Davison Community Schools and shall have a teaching contract. The amount to be paid to the employee during sabbatical leave will be one-half (1/2) of the total amount normally paid to the teacher, per the current salary schedule. Pay for sabbatical leave will be made in two (2) installments following the teacher's return to active teaching in the Davison system. One-half (1/2) will be paid at the beginning of the first year, and one-half (1/2) at the end of the first year following the teacher's return from leave.
3. Sabbatical leave shall be counted toward the teacher's retirement. The teacher, upon return from sabbatical leave, will be restored to his/her

position, or to a position of a like nature. The teacher will be restored to the salary schedule commensurate to the teacher's years of experience including the year of sabbatical.

4. The school district shall not be liable for death or injury sustained by any teacher while on sabbatical leave.

C. Leave of Absence:

The Board may grant a leave of absence to teachers and the conditions following shall apply:

1. Teachers wishing a leave of absence shall submit a letter to the Board stating the reasons for such leave. The request for the leave will be reviewed by the Board. Leaves will not be granted for longer than one (1) year, but extensions may be obtained upon agreement of the Association and the Board.
2. The teacher, upon return to active teaching, will be restored to his/her position, if available, or to a position for which he/she is certified and qualified.
3. Teachers intending to return for the beginning of the first semester must provide written notification to the Personnel Office no later than March 31 of the preceding school year. In the event of an intended return for the beginning of the second semester, such notification must be provided no later than November 15. A teacher failing to provide such notice of intent to return shall be placed on the bottom of the seniority list for purposes of recall for the following school year.
4. Seniority and salary credit shall be given for a full semester if forty-seven (47) or more days of a semester are taught.

D. Sick leave will be granted to all teachers for personal illness or disability, or illness within the immediate family. Allowances for unusual cases of absence due to other cases of sickness shall be determined by the building principal. In the case of an extended illness, the Board may request a physician's certified statement. (In the event that any liability arises due to non-payment of benefits under this section involving absence for pregnancy or maternity, the Board will hold the Association harmless with respect thereto.)

1. Sick leave shall be granted on the basis of the following:
 - a. One (1) day per month of work; ten (10) days, ten (10) months; eleven (11) days, eleven (11) months; twelve (12) days, twelve (12) months.
 - b. When a teacher is employed beyond the contractual year in additional assignments, accrual of sick time shall be as follows:

One week full-time	None
Two weeks full-time	One-half day
Four weeks full-time	One day
Six weeks full-time	One and one-half day

A full day is defined as six (6) hours, the equivalent of five (5) teaching hours. If a teacher teaches summer school on an hourly basis, that teacher would need an accumulation of fifty (50) classroom hours to equal a half day of sick time.

- c. The above sick leave days shall be granted effective after the first day of actual work.
2. Such sick leave days shall accumulate to one hundred and forty (140) days and each employee shall be credited for the number of sick leave days he/she had accumulated on the date of this Agreement.
3. The "immediate family" shall be defined as father, mother, spouse, child, brother, sister, or a dependent of the immediate household.
4. A teacher who resigns or retires shall receive fifteen dollars (\$15) for the 1985-86 and 1986-87 school year for each unused sick leave day he/she has accumulated up to a maximum of ninety (90) days, and twenty dollars (\$20) for the same purpose for the 1987-88 school year, provided, however, that a teacher must give notice of his/her retirement or resignation prior to July 1 in order to receive such payment.

E. Sick Leave Bank:

The Sick Leave Bank was established for all regular teachers of the Davison District effective September, 1969, when each employee contributed ten percent (10%) of his/her accumulated sick leave to the Bank.

1. New employees, regardless of the date of employment, shall contribute one (1) sick leave day to the Bank from their first sick leave allowance.
2. The Board shall furnish each teacher with a written statement at the end of each school year setting forth the total sick leave credit.
3. When the Sick Leave Bank is depleted, each employee will contribute one (1) day of his/her sick leave. If the employee's sick leave is depleted, his/her one (1) day contribution will be made by deducting from the employee's salary one (1) day's pay to be computed as defined in Article IV, B-1. Such contributions shall be voluntary; however, if such contribution is not made, such employee shall forfeit access to the Sick Bank for the remainder of that year, although the employee may opt to contribute and join the Sick Bank the following year.

4. The Sick Leave Bank shall be administered by a committee composed of three (3) persons appointed by the Association and three persons appointed by the Board of Education. The committee shall establish its own rules and regulations for the administration of the Sick Bank.
 5. A quorum of this committee shall consist of at least two (2) Board and two (2) Association representatives. In the case of a tie vote, the final decision on the request from the Sick Bank will be determined by an impartial party. The third party shall be agreed upon by the members of the Sick Bank Committee.
 6. If an employee presents to the Sick Bank Committee a physician's statement verifying the illness/disability, he/she shall have access to the Bank. The Sick Bank Committee reserves the right to demand that the Board's physician verify, at the Board's expense, the employee's illness/disability.
- F. No employee will be credited with Sick Leave allowance while drawing from his/her own accumulated sick leave, or the Sick Leave Bank, until he/she has reported back to work.

G. Child Rearing Leaves:

Child rearing leaves without pay shall be granted to any teacher within the school district. The following conditions shall apply:

1. Such leaves will be granted:
 - a. In the case of a new-born child of the teacher involved.
 - b. In the case of crippling or terminal accidents or illnesses of the child of a teacher.
 - c. In the case of a newly adopted child of a teacher.
2. If both parents involved are teachers employed by the district, such leave will be granted only to one of them.
3. Such leaves shall be for one (1) year unless terminated by him/her. Leaves may be extended up to an additional two (2) years upon request of the teacher.
4. Said leaves will be subject to the provision of Article IX, Section C.

H. Personal Leave:

Two (2) days personal leave per year shall be granted upon the request of the teacher. Such leave shall be for activity and business which cannot be conducted at any time other than school time. Permission for leave is not required providing such request is made as early as possible, but not later than 4:00 p.m. of the previous day. Personal leave days may be denied on in-service and parent-teacher conference days. All teachers shall be paid for unused personal leave days at the end of the school year at the rate of fifty dollars (\$50.00) - per day. If a teacher uses two (2) personal leave days the first semester of the school year and terminates employment at that time, one day's pay shall be deducted from his/her last check.

I. Bereavement Leave:

Up to three (3) days per year without loss of pay shall be granted to each teacher for attendance at funerals. The superintendent may, under extenuating circumstances, grant additional bereavement days.

J. Teachers on leave shall be considered part of the bargaining unit.

K. In the event that an employee absent because of illness or injury has exhausted sick leave accrual, the fringe benefits shall continue throughout the balance of the semester.

L. Absence due to injury or illness incurred in the course of the teacher's employment shall be charged against the teacher's leave days on a pro-rated basis, and the Board, on this basis, will pay the difference between the teacher's daily rate and the benefits received under the Michigan Worker's Compensation Act for the duration of such absence not to exceed the number of sick leave days accumulated or one year, whichever is less. This provision does not preclude a teacher's access to Sick Leave Bank.

M. Teachers may be granted unpaid leaves by the Board for reasons not covered in this Agreement.

ARTICLE X

INDEMNITY

The District shall provide public liability and accident coverage in an amount of not less than \$100,000 for each accident in the case of teachers exposed to special and unusual hazards in the course of their work, said teachers to include driver education teachers, athletic coaches, physical education teachers, shop teachers, and head teachers.

ARTICLE XI

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from this review will be confidential college records. A teacher will be given the opportunity to file a response to any adverse material placed in his/her personnel file and the response will be made a part of said file. If the teacher is asked to sign materials placed in his/her file, such 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.
- C. Any complaint regarding a teacher made to the administration by any parent, student, or other person which is considered in evaluating said teacher's performance will be promptly called to his/her attention.
- D. The teaching performance of non-tenure teachers will be observed and a written evaluation will be prepared at least three (3) times during the school year, not later than December 1st, February 1st, and March 15th. A non-tenure teacher will be given twenty-four (24) hour notice prior to his/her first observation. An observation shall consist of not less than a complete lesson or period. Nothing in this section shall preclude additional observations of a teacher's performance for less than a complete lesson or period which may be used in documentation of the teacher's performance, but only to supplement the primary observations. Tenure teachers shall be observed and a written evaluation completed a minimum of once every three (3) years. The evaluator shall hold a conference with the teacher within eight (8) in-school days after the observation at which time a copy of the written evaluation shall be given to the teacher. If the teaching performance is undesirable, the teacher shall be informed, in the written

evaluation of a) undesirable performance stating specific faults, b) suggested means of correcting such undesirable performance and c) the consequences of failure to make such corrections. A copy of the evaluation shall then be given to the teacher who may, within eight (8) in-school days thereafter, respond to the evaluation in writing. Such response will be attached to the evaluation in his/her personnel file. The evaluation of the work of all teachers is the responsibility of the administration and shall be performed by the administrator or outside resource person designated by the administration. All evaluations shall be upon the official form approved by the Board of Education. No adverse re-employment evaluation of any teacher's performance shall be made without following the above procedure.

- E. The evaluation form and process will be reviewed with each probationary teacher (and a tenure teacher at that teacher's request) prior to the first formal evaluation of that teacher's performance during any school year.
- F. The Board and Association shall establish a joint Evaluation Committee to review the teacher evaluation process. Its goal shall be to improve that process. The Evaluation Committee shall consist of three representatives appointed by each party.

ARTICLE XII

DISCIPLINE OF TEACHERS

- A. Teachers shall comply with this Agreement and reasonable written rules, regulations and directives adopted by the Board, or its representatives, which are not inconsistent with provisions of this Agreement.
- B. Both parties recognize that 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 of performance shall be promptly reported to the offending teacher.
- C. No teacher will be disciplined, demoted, reduced in rank or compensation, dismissed, suspended with or without pay, or reprimanded without just cause.

Just cause will include, but not be limited to: inefficiency or incompetence; insubordination against the reasonable rules of the Board of Education; chronic tardiness or absence; moral misconduct; or disability, mental or physical, as shown by competent medical evidence.

- D. Discipline of teachers will be subject to the grievance procedure set forth in the Agreement, provided, however, the Board's decision on the termination of the services of, or failure to re-employ, any probationary teacher on a third year of probation will be final and will not be subject to arbitration.
- E. If a teacher is to be reprimanded or disciplined for any infraction or delinquency in professional performance by the principal or other administrator, he/she shall be entitled to have a representative of the Association present, who shall be a silent observer. All such reprimanding, or disciplining, is to be done in person. A teacher shall, at the time of the occurrence of the incident involved, receive a copy of any written material that is placed in his/her personnel file and may, within one (1) week from receipt of such materials, respond in writing. Such responses shall be placed in the teacher's personnel file. No records concerning a teacher may be kept elsewhere than in that teacher's personnel file. Review of a teacher's written evaluation which states concern with respect to the teacher's performance in an evaluation conference shall not initially be construed as discipline and shall not entitle the teacher to the presence of an Association representative except in cases specified in Section G below.
- F. The Board will follow a policy of progressive corrective discipline which includes verbal warning, written warning (confirmed on the agreed upon form when deemed appropriate by the administrator), written reprimand, suspension with or without pay and with discharge as the final and last resort. Any disciplinary action taken against a teacher need not follow the above sequence; however, the penalty shall be appropriate to the misconduct.
- G. If, in a meeting between a teacher and an administrator, a problem arises which causes the teacher to reasonably believe that disciplinary action may be taken with respect to the problem, the teacher may request an Association representative. No further discussion will take place until a representative is present.
- H. Any complaint against the teacher which will be the basis for disciplinary action will be brought to the teacher's attention as soon as practical; not to exceed two (2) school days. The teacher shall be entitled to respond in writing and attach the response to the complaint in the teacher's records.

ARTICLE XIII

PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline throughout the school building and grounds.

1. Each teacher has the responsibility and full authority to administer reasonable discipline, not inconsistent with Board policy, for the maintenance of classroom control. In the event that administrative assistance is required in the case of a student's insubordination, the nature and extent of the discipline which has been recommended by the teacher shall not be diminished unless the principal determines, after consultation with the teacher, that it is not reasonably consistent with said policy.
2. Any pupil who is determined by the administration, after consultation with the appropriate, qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
3. The Board shall furnish a copy of its Discipline Policies to each teacher at the beginning of the school year.
4. A teacher may exclude a pupil from the supervised area when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the area intolerable. The pupil shall not be returned to the supervised area until the principal has consulted with the teacher. A written report of the action taken regarding the student shall be made to the teacher within five (5) days or before the student is returned to the teacher's supervision.

In such cases the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident.

B. Any case of assault upon a teacher shall be promptly reported to the building principal. The Board shall render all reasonable assistance to the teacher, which may include legal counsel, in connection with handling of such incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all necessary assistance to the teacher in his/her defense, excluding legal counsel.

- D. Time lost by a teacher in connection with any on-the-job incident mentioned in this article shall not be charged against the teacher's accumulated sick leave.
- E. If, as a result of an accident or an assault arising out of the course of a teacher's employment, a teacher is injured or suffers damages to or destruction of clothing, glasses, the Board or its Worker's Compensation carrier will reimburse the teacher for such loss and/or required medical, surgical, or hospital care. Such reimbursement by the Board will cover all such costs except those covered by the teacher's personal insurance.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- G. The Board assures the Association that a designated person will be available at all times in discipline matters with the delegated authority of the principal, if the principal is absent.
- H. In the event any complaint by a parent or guardian against a teacher is brought to the attention of the Board, the Board shall inform the complainant of the process that must be followed, or cause the complaint to be otherwise investigated by an appropriate administrator, prior to any further Board action on the complaint, except in those cases that warrant immediate Board action.
 - 1. The complaining party shall first attempt to resolve the problem with the teacher involved, or as an alternative will confer with the building principal. At the request of either or both the complainants and teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either he/she or the complainant or the teacher object to a conference of all parties, the principal shall discuss the matter with the parties involved separately. In any event, the teacher shall be notified as soon as practical.
 - 2. Should a complaint be placed on the agenda of a meeting of the Board, the teacher involved shall be notified in advance. If there is no advance notice, the teacher shall be provided with a written summation of the complaint thereafter.

ARTICLE XIV

NEGOTIATION PROCEDURES

- A.
1. This Agreement expressly embodies all agreements written and oral between the Board and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. Unless otherwise designated in the Agreement, any subject matter relating to wages, hours, or working conditions of teachers which does not fall within the category of "matters which were raised or could have been raised by either of the parties at the time of negotiations" shall upon the request of either party, be subject to regular collective bargaining procedures.
 2. No amendment or supplement to the Agreement shall be effective or valid for any purpose whatever unless set out in writing and signed by the Board and the Association in the same formality as used in the execution of this Agreement, except as provided below.
 3. It is agreed that a school improvement program is mutually desirable and beneficial. In implementing such a program, the parties recognize that the contract needs to provide flexibility for experimentation and innovation in educational programs. To facilitate contract flexibility, school improvement teams may initiate contract deviation requests to the Contract Management Committee for review and action. Such deviation request shall require approval by a $\frac{2}{3}$ vote of the building.
 4. The building school improvement team requests shall be on the form provided by the Contract Management Committee. The contract deviation request form shall include a provision for a minority report or view.
 5. The building school improvement team shall evaluate their approved contract deviations within one year as to whether to seek continuation, modification or approval on a permanent basis. Any building requests shall follow the procedures set forth above.
 6. Any subject matter contained in this Agreement may be reopened for negotiation during the terms of the contract, if both parties agree. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection or charge by the other party.
- B. Recognizing difficulties of scheduling and long-range planning on the part of the parties, negotiations for a succeeding contract will commence no later than the second week of May of the year in which this Agreement expires, provided,

however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such a provision is for the purpose of the convenience of the parties and does not operate in the derogation of any decision or rule of the Michigan Employment Relations Commission.

- C. In any negotiation, each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties that all representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.

ARTICLE XV

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a written complaint regarding any alleged violations, misinterpretation, or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board relating to wages, hours, or conditions of employment.
2. The "aggrieved person" is the person or persons making the complaint. The Association on its behalf as a group or for a smaller group may make the complaint for the group.
3. The term "teacher" includes any individual or group who is included in the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.
5. The term "days" shall mean school days, except after the end of the school year in which case it shall mean week days.

B. PURPOSE:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of

the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or to proceed independently as described in Section E of these procedures.

C. STRUCTURE:

1. The immediate supervisor shall be the administrative representative when the particular grievance arises.
2. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. PROCEDURE:

When expedient, the aggrieved person will discuss the matter informally with a party of interest prior to registering a written complaint. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One:

A teacher with a grievance shall file it in writing and discuss it with his/her immediate supervisor, individually, together with an Association representative, or through an Association representative. Level One must be initiated within ten (10) days following the occurrence of the grievance, or within reasonable discovery thereof. Notice in writing that the grievance procedure has been initiated shall be made immediately to the Association. Within ten (10) days from the receipt of the grievance, the immediate supervisor shall indicate his disposition of the grievance in writing, and shall furnish a copy thereof to the Association.

2. Level Two:

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered, he may, within ten (10) days, process the grievance with the superintendent of schools. Within ten (10) days of receipt of the grievance, the superintendent or his designee shall indicate his disposition of the grievance in writing, and shall furnish a copy thereof to the Association.

3. Level Three:

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of grievance by the superintendent, he/she may refer the grievance through the Association to the Board of Education's Review Committee. The aggrieved shall file Level Three within ten (10) days after receiving disposition of Level Two. The committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Grievance Committee Chairman and other appropriate parties, for the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four: (Optional)

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance may, upon mutual agreement of the parties, immediately be transmitted to the Michigan Employment Relations Commission. The aggrieved shall initiate Level Five within ten (10) days after receiving disposition of Level Four.

5. Level Five:

In the event the grievance is not resolved satisfactorily through mediation at Level Four, or if Level Four is omitted:

- a. Within forty-five (45) days, the Association may request the American Arbitration Association to submit a list of arbitrators from which the parties shall select an arbitrator.
- b. It is agreed that the jurisdiction of the arbitrator referred to above shall be limited to grievances concerning the interpretation, application, or administration of this Agreement, as written and expressed; but such jurisdiction shall not include, but specifically excludes, the power to add to or subtract from, or otherwise modify or alter any of the terms of this or any Agreements made supplementary hereto. Neither party shall be permitted to assert in such arbitration proceeding any ground, or rely on any evidence, not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- c. Any cost incurred in the arbitration procedure shall be shared jointly by both parties provided that each party shall pay their individual expense.

E. RIGHTS TO REPRESENTATION:

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. However, only the Association may process a grievance to arbitration. An individual may not process a grievance to arbitration.

F. JUST CAUSE GUIDELINES FOR THE ARBITRATOR FOR REVIEWING DISCIPLINE/DISCHARGE:

In reviewing any discipline, including but not limited to oral warning, written warning, reprimand, suspension, discharge, and/or evaluations with "less than satisfactory" ratings, the arbitrator shall use the following guidelines. These guidelines are not meant to be all encompassing but are important to the parties to this agreement.

The purpose of the just cause protection is to make sure the employer has reasonable cause for its discipline and that the employee was treated fairly in administering the discipline.

1. The arbitrator shall not rely solely on the procedural aspects of just cause. The arbitrator, while looking at both the procedural and substantive aspects of just cause, will not rely solely on the procedural aspects per se, but will evaluate any errors as to their significance and harm, if any, to the grievant. The procedural aspects will become important only to the degree they negatively impact on the right of the grievant to a fair hearing and just discipline.
2. The investigation must be fair and impartial in the end. If a step or action is not fair and impartial but is later corrected, then just cause shall have been satisfied. For example, if an administrator makes an error in the investigation, but later the administrator or another administrator, corrects it, then the error shall be determined corrected and shall not be fatal. The error and its correction shall, however, be measured against the standard of possible harm to the grievant and possible denial of a fair hearing.

G. DISCIPLINE OF PROBATIONARY TEACHERS:

The standard for discipline shall not be as high for the teacher at the beginning of the probationary period as at the end; and it shall not be as high for probationary teachers as for tenure teachers. In other words the standard for discipline or discharge shall be less upon initial employment than at the end of the probationary period; and less for probationary teachers than for tenure teachers.

1. First year probationary teachers shall have access to the grievance procedure through Level 2 but not to the Board level or to arbitration.
2. Second year probationary teachers shall have access to the grievance procedure through Level 2 but not to the Board level or to arbitration. The DEA Evaluation Monitoring Committee may recommend processing the grievance to the Board level, and if the DEA Executive Board concurs, the grievance shall be processed to the Board level of the grievance procedure.
3. Third and fourth year probationary teachers shall have access to the grievance procedure through Level 2 but not to the Board level or to arbitration unless the DEA Evaluation Monitoring Committee shall have recommended processing the grievance to the next level and the DEA Executive Board concurs.

H. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. If any teacher shall complain to the superintendent, in writing, that any supervisory employee has taken reprisals against such teacher in violation of this subsection, and shall state the specific nature, time and other circumstances of such reprisal, the superintendent shall promptly schedule a hearing before him at which the persons involved shall be

present for the purpose of considering such complaint. The burden showing that the claimed reprisal took place shall be upon the teacher claiming same.

4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the Association, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance.
6. Information necessary to the determination and processing of a grievance shall be made available to the concerned parties.
7. The term "Association" as used in this Article shall be, where appropriate, interchangeable with the term "grievant" when an individual teacher chooses to process his/her own grievance.
8. When the party of interest is an authority higher than a principal of a school, the Association may present such a grievance at the appropriate step of the grievance procedure, but in no case shall the grievance be initiated at a level higher than LEVEL TWO without prior notification of the Association's intentions having been given to the superintendent.
9. It will be the general practice of all parties of interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including arbitration on his own behalf or on behalf of the Association with any representative of the Board, will be released from assigned duties without loss of salary, subject to the released time provisions of Article III-F.
10. In the event a teacher elects to process any matter covered by the Tenure Act pursuant to Tenure Act procedures, the teacher's right to process a grievance on the same matter shall be waived.

ARTICLE XVI

TEACHER ABSENCE

- A. In the event of a teacher's absence on a given day due to illness or bereavement, the teacher shall call a recording device at a telephone number specified by the Board at least one (1) hour prior to the beginning of the teacher's school day but in no event later than 7:00 a.m.
- B. In the event of a teacher's being absent for business or non-emergency purposes, the immediate supervisor shall be notified before 4:00 p.m. on the day preceding the day of absence.
- C. A substitute shall be provided for each teacher in his/her absence. When no appropriately certified substitute is available to provide subject matter instruction, a substitute shall be hired to supervise study sessions.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Each staff member is entitled to a pass to all home athletic contests. These passes will be provided to the staff member in September of the school year, on a general basis, by the building principal, and will entitle the staff member and spouse to attend the events. Passes to concerts, plays, etc., will be provided to staff members throughout the year, with the permission of teachers involved in these events.
- 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. Any amendments will likewise be so reproduced and distributed. The Board shall furnish twenty (20) copies to the Association for its use.
- C. Each substitute teacher shall be provided with an orientation to the building(s) upon initial employment and a teacher's handbook for that building(s). A form shall be provided for a substitute teacher and the regular teacher to comment to each other on the teacher's plans, the activities and other relevant information.
- D. The Board shall provide the general guidelines for operation and administration of the mainstreaming program to teachers within the first week of school. Any teacher assigned for a majority of the student day an identified special education student (or a student scheduled for an IEPC) shall be permitted to participate in

any scheduled case conference relative to educational placement, review or adjustment of the student's program affecting the teacher. Teachers shall be released for such case conferences held during the school day.

- E. A bargaining unit member may be hired to only one summer position unless no other bargaining unit member, who is certified and qualified, has applied for said position.

ARTICLE XVIII

NO STRIKE CLAUSE

The Association agrees that any differences shall be resolved through the negotiating process without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective on September 12, 1994 and shall continue until 12:01 a.m. of the day prior to the start of the 1996/97 school year.
1. Appendices A-1, B, and C shall be retroactive to August 29, 1994.
- B. In accordance with Article XIV-B, the Board, in the year this contract expires, agrees to negotiate with the Association a successor agreement. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 12th day of September, 1994.

DAVISON EDUCATION MEA/NEA

Karen Stong, DEA President
David Handwerker, Negotiator
Paul Hewitt, Negotiator
Sandy Hynes, Negotiator
Margo Wilt, Negotiator
Lane Hotchkiss, MEA Negotiator
Theresa Panter, Negotiator

DAVISON BOARD OF EDUCATION

Kathleen L. Sudia, President
Thomas B. Pardee, Vice President
Karen D. Conover, Secretary
Leonard J. Owen, Treasurer
Margaret A. DeVries, Trustee
Dale A. Green, Trustee
David R. Sergy, Trustee

**APPENDIX A-1
1994/95 SALARY SCHEDULE**

STEP	BA	BA + 18	BA + 30/MA	MA + 15	MA + 30/SPCL
0	26519	27914	29449	31068	32778
0.5	27218	28646	30261	31923	33679
1	27914	29378	31068	32778	34581
1.5	28646	30150	31923	33679	35533
2	29378	30922	32778	34581	36483
2.5	30150	31734	33679	35533	37486
3	30922	32546	34581	36483	38488
3.5	31734	33398	35533	37486	39548
4	32546	34254	36483	38488	40606
4.5	33398	35151	37486	39548	41722
5	34254	36051	38488	40606	42839
5.5	35151	37002	39548	41722	44020
6	36051	37943	40606	42839	45195
6.5	37002	38940	41722	44020	46439
7	37943	39936	42839	45195	47681
7.5	38940	40984	44020	46439	48994
8	39936	42034	45195	47681	50305
8.5	40984	43140	46439	48994	51688
9	42034	44238	47681	50305	53070
9.5	43140	45402	48994	51688	54532
10	44238	46561	50305	53070	55989

**APPENDIX A-2
1995/96 SALARY SCHEDULE**

STEP	BA	BA + 18	BA + 30/MA	MA + 15	MA + 30/SPCL
0	27302	28738	30317	31984	33745
0.5	28021	29491	31154	32865	34673
1	28738	30244	31984	33745	35601
1.5	29491	31039	32865	34673	36581
2	30244	31835	33745	35601	37559
2.5	31039	32670	34673	36581	38592
3	31835	33506	35601	37559	39623
3.5	32670	34384	36581	38592	40715
4	33506	35264	37559	39623	41804
4.5	34384	36188	38592	40715	42953
5	35264	37114	39623	41804	44103
5.5	36188	38094	40715	42953	45319
6	37114	39062	41804	44103	46529
6.5	38094	40089	42953	45319	47809
7	39062	41114	44103	46529	49087
7.5	40089	42193	45319	47809	50439
8	41114	43274	46529	49087	51789
8.5	42193	44412	47809	50439	53212
9	43274	45543	49087	51789	54635
9.5	44412	46742	50439	53212	56140
10	45543	47935	51789	54635	57641

1996/97 SALARY SCHEDULE

STEP	BA	BA + 18	BA + 30/MA	MA + 15	MA + 30/SPCL
0	28121	29600	31227	32944	34757
0.5	28862	30376	32088	33851	35713
1	29600	31151	32944	34757	36669
1.5	30376	31971	33851	35713	37678
2	31151	32790	34757	36669	38686
2.5	31971	33650	35713	37678	39749
3	32790	34511	36669	38686	40812
3.5	33650	35415	37678	39749	41936
4	34511	36322	38686	40812	43058
4.5	35415	37274	39749	41936	44241
5	36322	38228	40812	43058	45426
5.5	37274	39236	41936	44241	46678
6	38228	40234	43058	45426	47925
6.5	39236	41292	44241	46678	49243
7	40234	42347	45426	47925	50560
7.5	41292	43459	46678	49243	51953
8	42347	44573	47925	50560	53343
8.5	43459	45745	49243	51953	54809
9	44573	46909	50560	53343	56274
9.5	45745	48144	51953	54809	57825
10	46909	49373	53343	56274	59370

**APPENDIX A-4
1993/94 DRIVER EDUCATION, SUMMER CURRICULUM, SUMMER SCHOOL
AND ADULT EDUCATION PAY**

Summer School, Driver Education, and Adult Education shall be paid on the following pay scale, except as noted below for driver education and adult education.

Years of experience teaching in the discipline **:

<u>Years of Experience</u>	<u>1994/95</u>	<u>1995/96</u>	<u>1996/97</u>
0-2	\$15.44	\$15.90	\$16.38
3-6	\$18.52	\$19.07	\$19.64
7+	\$21.61	\$22.25	\$22.92

** Teaching in the discipline shall mean years of experience teaching in the discipline area being taught in summer school, driver education or adult education. The guiding principle for determining whether the teacher has relevant experience teaching in the discipline shall be relevant experience that would help the teacher in teaching the discipline in summer school, driver education or adult education. The relevant experience does not have to be in Davison.

For example, if a teacher has taught English or driver education for six years, this would be relevant experience for teaching English or driver education respectively. If a teacher has a major in social studies and a minor in English, taught social studies for eight years but has never taught English, and was selected to teach English in adult education, his/her years of teaching social studies would not be relevant experience for teaching English in adult education.

Any disputes as to the granting of relevant experience may be referred to the Contract Management Committee for a review and determination.

Driver Education: The driver education rates shall be phased into the above schedule as follows:

The rate for driver education teachers for 1993/94 shall be 5% less than their 1992/93 rate. Each year thereafter their hourly rate shall be reduced another 5% until their individual rates reach the rate of the above schedule.

All new teachers for driver education after 1992/93 shall be hired on the schedule above.

Adult Education - For the 1994/95 school year, bargaining unit members who teach in the adult education program will be paid in accordance with the above schedule. The rate structure beyond 1994/95 will be subject to review by CMC.

Summer curriculum rate: \$18.52 per hour for 1994-95, 1995-96 and 1996-97.

SALARY SCHEDULE

1. No teachers hired in the future, regardless of years of experience credit, will be assigned or permitted to attain a level higher than Step 5 of the applicable B.A. column in accordance with the provisions of this paragraph.
2. Full credit shall be given to newly hired teachers for teaching experience gained prior to service in the Davison Community Schools. The Board, with EA approval, may grant more years' teaching experience than actually served and may grant credit for related work experience. A teacher may waive up to five years of credit for previous teaching experience without EA approval or more with EA approval.
3. It is understood that to qualify for entry into the B.A. + 18 and the B.A. + 30 columns of Schedule A of the current Agreement, the eighteen (18) and thirty (30) hours must be semester hours of graduate credit and must have been completed after the receipt of the B.A. that was used to support the individual's application for teaching certification in the State of Michigan.
4. It is further understood that to qualify for entry into the M.A. + 15 and the M.A. + 30 columns of Schedule A, the fifteen (15) and the thirty (30) hours must be semester hours of graduate credit; the said hours are verified by the M.A. degree-granting university as not part of the partial fulfillment of the M.A. degree; the said hours need not be completed after the receipt of the M.A. degree; the teacher shall not be permitted to enter the M.A. + 15 or M.A. + 30 columns unless they have obtained an M.A. degree.
5. To qualify for entry into such schedules, a teacher is required to have a grade of "B" or better in these additional hours, and these hours must be of mutual benefit to the teacher and the school district, as specified in paragraph 9 of Section A of the current Agreement.

Both parties understand and agree that no teacher shall suffer a loss in present level on Schedule A as a result of Sections 9-11 of this Article.

6. Special Education teachers now employed by this district will be compensated according to the above schedules, plus \$400. Teachers hired after September 1, 1973, will not receive the additional \$400.
7. Each teacher shall have the option of being paid in twenty-one (21) or twenty-six (26) installments.

8. The Board of Education shall provide a longevity payment for teachers who have appropriate Davison years of experience according to the following schedule. This payment shall be made in June of each year:

<u>Years of Experience</u>	<u>1994-95</u>	<u>1995-97</u>
15 years to 19 years	\$250.00	\$275.00
20 years to 24 years	\$575.00	\$610.00
25 years or more	\$1,000.00	\$1,050.00

**APPENDIX B
EXTRA DUTY and ATHLETIC COMPENSATION**

The following Salary Differentials shall be in effect:

Cheerleading Sponsor:

High School:	
Head.....	5%
Assistant.....	3%
Middle School.....	3%

Class Sponsors:

9th Grade.....	\$300
10th Grade.....	\$400
11th Grade.....	\$600
12th Grade.....	\$700

Debate Coach:

With Class	2.5%
Without Class	5%

HS Newspaper:

When After-School Activity.....	5%
Returned to Class Assignment.....	0%

HS Quiz Bowl * 3.5%

* Current incumbent in this position will be grandfathered at 4% as long as he holds this position.

MS Quiz Bowl2%

HS Science Olympiad\$400

HS National Honor

Society.....\$400

HS Clubs (Approximately 10 clubs).....(Per Club) \$200

Note: Approved high school club sponsors and special activities coordinators are those which are listed in the annual student handbook and/or are approved by the principal during the school year.

MS fund for Clubs: Up to \$3,000 will be divided by MS principal based on participation. When formalized, the structure for administering this fund will be subject to approval of CMC. The fund concept will be reviewed after the 1994/95 school year. Compensation for clubs may range as high as \$400 per club, not per person.

Music Teachers:

High School Symphonic Band	4.5%
Symphonic Band Assistant	4%
Marching Band	3.5%
Marching Band Assistant	3%
Wind Ensemble	3%
Freshman Band	3%
High School Orchestra	2.5%
High School Concert Band	2%
High School Jazz Band	2%
Middle School Band	5%
Middle School Orchestra	2%
Middle School Vocal	5%
High School Vocal	7%

High School Drama Club \$400

Director of Theatre Arts 2% per production
(minimum of 2 major productions, plus musical)

Technical Director1.5% per production
(minimum of 2 major productions, plus musical)

Middle School Drama2% per production

Yearbook:

High School	4%
Middle School	2.5%

Department Heads 1.5%

HS Forensics (without class)..... 5%

HS Forensics (with class)..... 2.5%

Military Service Credit:

A differential of \$200 shall be paid to all teachers who have served one (1) year or more of military service.

Beginning September 1, 1972, service must be continuous for an employee not already under old contract language. Current employees under provisions of old language will continue to receive credit as in the past.

Athletic Trainer 7%
(year-long position)

Baseball:

Varsity 7%
Junior Varsity 5%
Freshman 4%
Middle School..... 3.25%

Basketball:

Varsity, Head 10%
Varsity, Assistant 7%
Junior Varsity, Head 7%
9th Grade 7%
8th Grade 5%
7th Grade..... 4.5%
Supervision \$500
Director \$200

Cross Country:

Head 5%
Assistant 3%

Football:

Varsity, Head 10%
Varsity, Assistant 7%
Junior Varsity, Head 7%
Junior Varsity, Assistant 6.5%
9th Grade, Head 7%
9th Grade, Assistant 6.5%
Middle School, Head 5%
Middle School, Assistant 4.5%

Golf:

Head 4%
Junior Varsity..... 2%

Gymnastics 5%

Hockey:

Head 8%
Assistant 4%

Pom-Pon 3%

Soccer:	
Varsity.....	5%
Junior Varsity.....	3%
Softball:	
Varsity	7%
Junior Varsity	5%
8th Grade	3.25%
7th Grade	3%
Tennis:	
Varsity	5%
Junior Varsity	4%
Track:	
Head	7%
Assistant	5%
Middle School Head	5%
Middle School Assistant	4.5%
Volleyball:	
Varsity	8%
Junior Varsity	4.5%
8th Grade	3.5%
7th Grade	3.5%
Wrestling:	
Varsity	8%
Junior Varsity	6%
Freshman	5%
Middle School	5%
Middle School Assistant	4.5%

1. All percentage of fractional figures assigned to respective positions above shall be computed on each individual's Schedule A salary, except that, as to teachers hired after September 1, 1973, the computation shall be at the level actually spent in that assignment.

EXTRACURRICULAR - ATHLETIC CONTESTS

1. These jobs are designed as non-coaching jobs at athletic events. These jobs are such as may be deemed necessary and advisable by the Athletic Director and school administration.

2. The rate of pay for such jobs is \$5.00 per hour computed to the nearest five (5) minutes of employment. Payment will be made monthly by check.
3. Staff personnel will be given first opportunity to work, but if none are readily available, non-staff members may be employed.
4. Seniority for working at such jobs shall begin with the signing of the Master Agreement for the 1966-67 school year, and shall be determined on an individual sport basis. Each teacher who has worked previous to the 1969-1970 school year shall be given first opportunity to continue at his/her present position as long as that particular job is in existence. Upon discontinuation of any job, the person so relieved will be given first opportunity at the next opening.
5. Seniority will continue in any given sport as long as the individual works 3/4 of the contests at which he/she is needed in that particular sport. If a person drops out of his/her job for one or more years, his/her seniority will remain the same, but when he/she decides to return, he/she will have to wait for an opening.
6. Situations not covered by the principles and guidelines will be determined by the Athletic Director or the person in charge of directing such working personnel and one member of the Association negotiation committee so designated by that committee.
7. Those who work at such athletic contests work directly under the individual so designated by the administration. This individual, however, is to be directly responsible to the Athletic Director.

APPENDIX C FRINGE BENEFITS

The Board shall provide without cost to the employee the following insurance protection for a full twelve (12)-month period:

1. Health Insurance: Full family MESSA Super Care I protection for the employee and his/her eligible dependents including sponsored dependents as defined by MESSA and its underwriter. The employee shall pay the deductible. This provision shall remain unchanged for the life of the 1994-97 contract.

The health insurance protection is provided subject to the following exceptions:

- a. If a husband and wife are both members of the bargaining unit, either may elect health insurance coverage;
- b. Teachers covered by another health care plan are not eligible for health insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance, the employee will receive full district health care benefits for which he/she is entitled subject to Board of Education approval.

2. Options in Lieu of Health Insurance:

Those employees not electing health insurance coverage under the provisions of this Agreement shall receive a benefit of one hundred dollars (\$100) per month. These dollars are to be applied to options as provided by MESSA, Blue Cross/Blue Shield, Health Maintenance Organizations, and those listed in Article 3, Section H.

3. Dental Insurance:

The Board shall provide dental insurance, MESSA/Delta Dental Plan E with orthodontic Rider 0-5, including internal and external Coordination of Benefits (COB) for all employees of the bargaining unit and their eligible dependents, with the premium for those employees based on 50%-50% co-pay for Class I and Class II, and with an orthodontic limit of \$1,500 or a plan with equal specifications and coverage.

A joint committee composed of three teachers selected by the DEA and two administrators selected by the Board shall study and determine the best company to provide the dental program, make their recommendation to CMC, and monitor the new program for one year.

4. Life Insurance:

The Board shall provide group life insurance protection in the amount of \$45,000 that will be paid to the teacher's designated beneficiary. Said policy shall include AD & D and waiver of premium coverage.

Life insurance on the life of a teacher's dependents, will be available on an optional basis and at the teacher's own expense, in an amount equal to one-half (1/2) the employee's benefits.

5. Long Term Disability Insurance:

MESSA Plan II LTD Insurance with the following features:

66-2/3% to age 65. 120 days modified fill. Educational Supplement Program.

1. \$2,500 Maximum Modified Benefit
2. Pre-existing Condition
3. Social Security Freeze
4. Mental/Nervous Waiver
5. Alcoholism and Drug Addiction Waiver
6. Regular Occurrence Waiver - 5 year
7. C.O.L. (inflation control)
8. Rehabilitation (50% of rehabilitation offset)
9. Layoff protection up to three (3) months
10. Six-month recurrent disability clause
11. Minimum 10% benefits
12. Age 65-minimum 12-month guarantee

6. Vision Insurance:

The Board shall provide vision insurance, MESSA Plan II, or a plan with equal specifications and coverage.

7. General:

1. There shall be an open enrollment period each year as jointly established by MESSA, the Board, and the Association. The Board shall provide insurance forms and application to each employee upon employment. It shall be the responsibility of each employee to keep the Board apprised of changes which affect insurance coverage.
2. In the event an employee is terminated, goes on an unpaid leave or resigns during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12)-month insurance year earned at the time of the termination or resignation. A teacher may elect to continue fringe benefit coverage at the group rate to the extent allowable by the carrier. An employee who completes his/her contractual obligation shall be entitled to a full twelve (12) months coverage.
3. The Board shall provide without cost to the employee the following insurance protection for a full twelve-month period: Employees working over fifty percent (50%) will receive one-hundred percent (100%) coverage whereas employees working fifty percent (50%) or less will receive fifty percent (50%) coverage.

APPENDIX D
DAVISON COMMUNITY SCHOOLS
 1994/95 School Calendar

August 29	Teachers Report
August 30	Students' First Day - ½ Day for Students
September 5	Labor Day--No School
October 28	End for First Marking Period - ½ Day for Students
November 7	Full Day of School; MS Parent Conferences 4-7 p.m. HS Parent Conferences 5-8 p.m.
November 9	Full Day of School; Elem. Parent Conferences 5-8 p.m.
November 10	No School; Elem/MS Parent Conf. 11:30-2:30 & 4-8 HS Inservice 11:30-2:30; Parent Conferences
November 11	No School; Elem. Parent Conf. 8:30-12 HS/MS Inservice 8:30-12; Teachers dismissed at 12
November 24, 25	Thanksgiving Vacation
December 21	Winter Vacation Begins at End of School Day
January 3	School Resumes
January 20	End of First Semester - No School for Students
February 17	Mid-Winter Break Begins - ½ Day for Students
February 22	Classes Resume
March 2	Full Day of School; K-5 Parent Conf. 5-8 p.m.
March 7	Full Day of School; MS Parent Conf. 5-8 p.m.
March 9	Full Day of School; HS Parent Conf. 5-8 p.m.
March 31	End of Third Marking Period - ½ Day for Students
April 13	Spring Break Begins at End of School Day
April 24	School Resumes
May 29	Memorial Day - No School for Students
June 8, 9	½ day for Students, K-12 (Exam Days)
June 10 or 12	Last Day for Teachers, ½ Day

The following holidays shall be observed. No teachers shall be required to work on these holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and its following Friday, and Christmas Day.

CALENDAR MAY BE ADJUSTED TO SCHEDULE FOR SNOW DAYS OR OTHER EMERGENCIES

CALENDAR YEAR AND PROFESSIONAL DEVELOPMENT

The 1994/95 calendar, as with prior calendars, has 185.5 teacher days, 173 full instructional days, and 8 instructional half days for a total of 181 student instructional days.

The 1995/96 and 1996/97 calendars will be negotiated in CMC during the preceding year and incorporate the following items.

- a. Starting in 1995/96 two K-12 professional development half days will be converted into two full instructional days for students. There would then be 185.5 teacher days, 175 full instructional days, and 6 instructional half days for a total of 181 student instructional days.
- b. Starting in 1995/96 school year the Board has the option of extending the calendar a total of two more days beyond the 185.5 days. These two days would be used for professional development on the basis of teachers giving two days for one full day of pay (per diem). If the Board exercises this option, the placement of these two days will be handled by CMC in the development of the calendars.

NEW TEACHERS

To comply with state law (P.A. 335, Section 380.1526), new teachers may be required to work up to fifteen additional days (generally five days per year) on professional development during their first three years of employment in Davison, or until Tenure is attained, whichever is earlier. These fifteen days may be held prior to, during, and/or after the regular school calendar year. The regular calendar professional development days will count toward the fifteen days if state law so allows.

The fifteen days shall be without additional compensation. The district will cover up to \$50.00 per new teacher per year for approved professional journals, materials, and/or memberships relating to professional development.

The fifteen professional development days for new teachers will be provided by and/or approved by the Board. New teachers shall mean all teachers hired after June 1, 1993.

APPENDIX E
REIMBURSEMENT FOR UNUSED SICK DAYS

1. Each year teachers will be paid for unused sick time according to the following method: the total cost of substitute days used for the current school year will be subtracted from the amount budgeted for substitutes for the current school year; the difference will then be divided by the total number of unused annual teacher sick days at the end of the year to determine the amount to be paid to each teacher for each of his or her unused sick days. No teacher shall be paid for more than ten (10) unused sick days.

For example, if the amount budgeted was \$100,000 and the amount spent was \$65,000, the difference would be \$35,000. If the total number of unused sick days was 1,164, then each unused sick day would be worth \$30.07. A teacher with 10 unused sick days would then receive \$300.70 at the end of the year (less tax and FICA withholding).

2. For purposes of paragraph one above, the amount budgeted for substitutes will not include the amount received specifically for reimbursement of substitutes from the state or federal governments; and when a sick bank assessment is made, a sick day will be subtracted from each participating teacher's annual ten (10) days; which then reduces the teaching staff's total accumulated sick days available for pay-out.

**APPENDIX F
GUIDELINES FOR COMPENSATING TEACHERS FOR
LOSS OF PLANNING TIME**

1. It is recognized by the DEA and the Board of Education that, during the course of a school year, special events will occur which will place teachers in a position of teaching or supervising students during their preparation periods.
2. If the special event* is teacher initiated, such as for a field trip, then no compensation will be expected or paid for loss of preparation time.
3. If the special event* is administrator initiated, then compensation will be provided (see #4 below), so long as the activity resulted in less daily preparation time than the minimum required by the master agreement.
4. When compensation is to be provided, either of the following two alternatives may be utilized:
 - a. compensation for minutes lost as calculated on the teacher's hourly rate of pay (see Article IV.B.1 for calculation of hourly rate), and/or
 - b. use of compensatory time to replace the time lost. Such time will be on mutually agreeable dates and will be taken in units of either half or full days only.

The method of compensation shall be mutually determined between the teacher and the administrator prior to the special event.

5. The parties also agree that the current practice on conducting IEPC's during teacher planning periods will not be changed by this agreement.

*A special event does not include substituting during a teacher's preparation period which is covered by Article IV.B.3. In addition, the current practice of conducting IEPC's during teacher planning periods will not be changed under these guidelines.

APPENDIX G
VOLUNTARY UNPAID STAFF REDUCTION LEAVE OF ABSENCE

1. If the Board deems it necessary to reduce the staff, a teacher who is not affected by the layoff may elect to request, and may be granted, a voluntary unpaid layoff leave of absence for one (1) year during the staff reduction. The approval of a leave shall be contingent on the Board determining that said leave shall result in the recall of a teacher on layoff, the cancellation of a teacher layoff, and/or prevent the layoff of a teacher, and is otherwise in the best interests of the district. The Board will determine each situation on its own merits, but the Board shall not arbitrarily deny a leave request.
2. Each teacher requesting such a leave will submit his/her written request to the Superintendent by May 15th of the current school year.
3. If more than one teacher applies for a layoff leave that would result in the recall of the same teacher or the cancellation of the layoff of the same teacher, and the Board approves the leave, the more senior teacher shall be granted the layoff leave unless the Board shall determine that this is not in the best interest of the district.
4. A layoff leave shall be only one year, subject to renewal at the discretion of the Board, if the renewal of the leave would result in the recall of a teacher on layoff, the cancellation of a teacher layoff, or prevent the lay off of a teacher.
5. A teacher granted a layoff leave, or renewal of a layoff leave, shall be governed by the following:
 - a. The teacher shall not be entitled to return to active employment during said leave except by Board approval.
 - b. The teacher shall not be eligible for unemployment compensation during the leave.
 - c. The teacher shall not be eligible for any district paid fringe benefits, such as for medical insurance, or other insurance.

However, the teacher may pay for continuation of medical insurance or other insurance, if permitted by the applicable insurance carrier, plan, or program.

- d. Accumulated sick days and personal business days shall remain credited to the teacher but shall not accumulate during the leave.

- e. The teacher shall continue to accumulate salary schedule credit and longevity credit during the leave.
 - f. The teacher shall not lose, nor accrue, seniority while on leave consistent with Article VIII, Section C.
 - g. The teacher shall not be credited with time toward state retirement while on leave, and the Board shall make no retirement contribution for the teacher.
6. The teacher, upon return to active teaching, will be restored to his/her position, if available, or to a position for which he/she is certified and qualified.
7. Any grievance regarding implementation of this Appendix shall be filed within five (5) calendar days at level three (3) of the grievance procedure. The Board shall schedule a hearing within five (5) days of receipt of the grievance. It shall issue a decision within five (5) days of the hearing.

Any demand for arbitration must be made by the Davison Education Association within five (5) calendar days of receipt of the Board's disposition. If the parties are unable to mutually agree on an arbitrator within five (5) days of the demand, the matter will immediately be referred to the American Arbitration Association for expedited arbitration. The parties agree that the grievance should be heard and the arbitration decision rendered before the start of school. Accordingly, any arbitrator selected should be able to hear the grievance and issue a decision before the start of school.

**APPENDIX H
ALTERNATIVE EDUCATION**

1. All current and future Alternative Education teachers shall be in the DEA bargaining unit.
2. The current wages, hours and other terms and conditions of employment of Alternative Education teachers shall continue unchanged except as follows:
 - a. The current pay shall be increased by the same percentage as that of the K-12 salary schedule. For the 1994/95 year, this compensation rate will be increased by an additional 2%.
 - b. Alternative Education teachers shall accrue K-12 seniority and salary experience credit while teaching in the Alternative Education program, including credit for the 1990-91 year. Alternative Education teachers shall get one hour of seniority and salary credit for each hour of instruction. Their total number of hours shall be divided by five to determine the number of seniority days and shall be divided by 180 to determine number of years of seniority. No Alternative Education teacher may accrue more than 180 days of seniority during any school year.
 - c. The following articles shall apply:

I	Recognition
II	Board Rights
III	Teacher and Association Rights
XII	Discipline of Teachers
XIV	Negotiation Procedures
XV	Grievance Procedure
XVII	Miscellaneous Provisions
XVIII	No Strike Clause
XIX	Duration of Agreement
Appendix B - Extra Duty and Athletic Compensation	
Appendix G - Voluntary Unpaid Staff Reduction Leave	
Appendix H - Alternative Education	
Appendix I - Contract Management Committee	
 - d. Other provisions of the contract shall not apply unless approved by the Contract Management Committee.
3. To teach in Alternative Education, teachers must be certified and qualified to teach Alternative Education students.

4. Certified and qualified to teach Alternative Education shall mean the transfer candidate will have all of the following:
 - a. Appropriate secondary certification for the subject area(s).
 - b. For "applied academic classes," proper certification of inservice training in those subjects to be taught.
 - c. Demonstrated ability to work successfully with "at risk" youth.
 - d. Demonstrated ability to work with, and prepare lessons for, students of various skill levels in a class.
 - e. Expressed willingness and demonstrated ability to prepare and teach numerous courses (5 to 6 per day), and
 - f. Expressed willingness to become involved in student activities outside of the normal school day, without extra compensation (i.e., prom).
5. Teachers in the K-12 and Alternative Education programs shall have the right to apply for but not the right to bump into or to use their seniority to acquire a position in the other program except during lay-off as provided below.

K-12 and Alternative Education teachers may use seniority if they are laid-off to bump into or to be recalled to a position in the other program but subject to number three and four above on qualifications.

6. Relative to lay-off and recall, if there is a question as to whether a teacher is qualified to teach in the Alternative Education program, the joint Alternative Education Steering Committee shall make the determination on qualifications, and any grievance shall be barred from arbitration.
7. The joint Alternative Education Steering Committee shall be continued to monitor the implementation of the Alternative Education program and assist the director as needed. The Committee will be comprised of two representatives appointed by the Board of Education and two by the Association, plus one representative appointed by Probate Court.
8. The current Alternative Education admission guidelines will be continued unless changes are approved by the joint Alternative Education Steering Committee.
9. The status of the Alternative Education program including the issue of compensation will be studied by CMC during the 1994/95 year and a recommendation will be made for Board and Association ratification prior to the 1995/96 school year.

**APPENDIX I
CONTRACT MANAGEMENT COMMITTEE**

1. The Board and the Association support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
2. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
3. The Contract Management Committee will operate under written Win-Win procedures adopted by consensus, except that only a $\frac{2}{3}$ vote shall be required for approval of building contract deviation requests.
4. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
5. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board.
6. Nothing in this article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, the 10-day grievance filing deadline in Article XV.D.1 of this agreement is delayed until a solution or recommendation is made by the Contract Management Committee.
7. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
8. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.
9. The Contract Management Committee will be responsible for directing and overseeing the work of committees it may choose to create from time to time.
10. The parties agree the contract should provide flexibility for experimentation and innovation in educational programs. To facilitate contract flexibility, building school improvement teams and/or the district school improvement leadership team may initiate contract deviation requests, using the contract deviation form, to the Contract Management Committee. The Contract Management Committee shall have the authority to adopt contract deviation requests by a $\frac{2}{3}$ vote.

APPENDIX J
USE OF PERSONAL LEAVE DAYS DURING PARENT TEACHER CONFERENCES

A teacher may apply to use a personal leave day (see Article IX I) during parent-teacher conferences but on a very limited and restricted basis as follows:

- a. The application must be submitted 30 days prior to the event unless the teacher does not learn of the event until later, in which case the application shall be submitted as soon as possible.
- b. The application must include plans for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.
- c. An application will be approved only if it is for an activity that cannot be rescheduled and that is an infrequent and very important personal event.
- d. Approval by the administration is not automatic and may be denied.

**APPENDIX K
EARLY RETIREMENT INCENTIVE PLAN**

It is agreed that, no early retirement incentive plan will be negotiated by CMC and/or offered by the Board of Education to the Association until after January 1, 1999.

APPENDIX L

ELEMENTARY DAILY TIME SCHEDULES

In order to respond to state legislation requiring an increase in the number of instructional hours in the school year, the CMC has created prototype elementary daily schedules which will enable the district to comply with the 990-hour requirement in 1995/96, and the 1035 hour requirement in 1997/98.

The schedules and descriptions listed in this appendix are provided as models which comply both with the law and with contract specifications. The times noted in these model schedules may be changed provided that contractual requirements regarding the teacher day are met.

Thomson Bldg. 1994/95 (900 hours required)

8:35 a.m.	Teachers Arrive
8:45 a.m.	Buses Unload
8:55 a.m.-11:35 a.m.	School Day 2 hrs. 40 min.
11:35 a.m.-12:20 p.m.	Lunch
12:25 p.m.	Buses Unload
12:30 p.m.-3:10 p.m.	School Day 2 hrs. 40 min.
3:20 p.m.	Teachers Leave

1995/96 & 1996/97 (990 hours required)

8:35 a.m.	Teachers Arrive
8:45 a.m.	Buses Unload
8:50 a.m.-11:40 a.m.	School Day 2 hrs. 50 min.
11:40 a.m.-12:15 p.m.	Lunch
12:20 p.m.	Buses Unload
12:25 p.m.-3:15 p.m.	School Day 2 hrs. 50 min.
3:35 p.m.	Teachers Leave

1997/98 (1,035 hours required)

8:30 a.m.	Teachers Arrive
8:35 a.m.	Buses Unload
8:45 a.m.-11:38 a.m.	School Day 2 hrs. 53 min.
11:38 a.m.-12:13 p.m.	Lunch
12:17 p.m.	Buses Unload
12:22 p.m.-3:15 p.m.	School Day 2 hrs. 53 min.
3:35 p.m.	Teachers Leave

Elementary Grades 1-5 Student Day

1994/95 (900 hours required)

Gates/Siple

Central/Hill

8:35 a.m. Teachers Arrive
8:40 a.m. Buses Unload
8:55 a.m. Day Begins
50 min. Lunch/Recess
3:30 p.m. Day Ends
3:35 p.m. Teachers Leave

8:35 a.m. Teachers Arrive
8:40 a.m. Buses Unload
8:50 a.m. Day Begins
40 min. Lunch/Recess
3:15 p.m. Day Ends
3:20 p.m. Teachers Leave

1995/96, 1996/97 (990 hours required)

Gates/Siple

Central/Hill

8:20 a.m. Teachers Arrive
8:25 a.m. Unload Shuttle Buses
8:30 a.m. All Buses Unload
8:40 a.m. Day Begins
55 min. Lunch/Recess
3:30 p.m. Day Ends
3:35 p.m. Teachers Leave

8:20 a.m. Teachers Arrive
8:25 a.m. Unload Shuttle Buses
8:30 a.m. All Buses Unload
8:40 a.m. Day Begins
40 min. Lunch/Recess
3:15 p.m. Day Ends
3:20 p.m. Teachers Leave

1997/98 (1,035 hours required)

Gates/Siple

Central/Hill

8:15 a.m. Teachers Arrive
8:20 a.m. Unload Shuttle Buses
8:25 a.m. All Buses Unload
8:35 a.m. Day Begins
55 min. Lunch/Recess
3:30 p.m. Day Ends
3:35 p.m. Teachers Leave

8:15 a.m. Teachers Arrive
8:20 a.m. Unload Shuttle Buses
8:25 a.m. All Buses Unload
8:35 a.m. Day Begins
40 min. Lunch/Recess
3:15 p.m. Day Ends
3:20 p.m. Teachers Leave

Breakfast Program

Thomson - Breakfast will be offered to students during the a.m. snack time.

Central/Gates/Hill/Siple - Breakfast program will be done in classroom and counted as instructional time (elementary day has been increased to accommodate this). Distribution by cook and 1 hired playground helper (30 min). (Or as determined by the building administrator).

Middle School - Unload middle school bus for breakfast before school. Distribution by cook and 1 hired helper (30 min.). (Or as determined by the building administrator).

High School - Unload high school bus for breakfast before school. Distribution by cook and 1 hired helper (30 min.). (Or as determined by the building administrator).

LETTER OF AGREEMENT
BETWEEN THE
DAVISON COMMUNITY SCHOOLS
AND THE
DAVISON EDUCATION ASSOCIATION
REGARDING
ONGOING PROBLEM SOLVING

In accordance with the understandings reached between representatives of the Davison Community Schools and the Davison Education Association, the parties agree as follows:

1. In addition to the issues settled in negotiations, there are seven remaining issues which the parties have agreed to continue to attempt to resolve through the Contract Management Committee (Appendix I) utilizing Win-Win processes and procedures. These seven issues are on the agenda for the first Contract Management Committee meeting scheduled for September 14, 1994.
2. The seven issues are:
 - a. Professional Development/School Improvement Time - (Joint 1)
 - b. Department Heads - (Joint 2)
 - c. Evaluation - (Joint 5)
 - d. Cleaning/Maintenance - (DEA 3)
 - e. Half Days - (Admin. 5)
 - f. Communication - (Admin. 7)
 - g. Use of Personal Business Days - (Admin. 8)
3. In addition to the above seven issues, the Contract Management Committee will address other problems and concerns during the three years covered by the contract. The process for bringing problems to the Contract Management Committee is set forth in Appendix I.

This letter of agreement constitutes the entire understanding of the parties with respect to Ongoing Problem Solving and shall not be deemed precedent setting with respect to the contract and/or the policies and procedures of the Davison Community Schools and/or the Davison Education Association.


LETTER OF AGREEMENT
BETWEEN THE
DAVISON COMMUNITY SCHOOLS
AND THE
DAVISON EDUCATION ASSOCIATION
REGARDING
CLASS SIZE

In accordance with the understanding reached by the Contract Management Committee consisting of representatives of the Davison Community Schools and the Davison Education Association, the parties agree as follows:

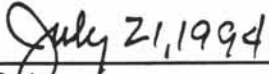
1. If enrollment projections for the incoming 1994/95 class of kindergarten and early 5's students equal or exceed the actual enrollments of 1993/94, the district will add a half-time kindergarten teacher in order to provide class size relief.
2. The administrative staff will make an honest attempt to maintain class sizes in grades 2 and 3 at 29 or less for the 1994/95 school year.
3. The special education department will abide by state testing deadlines, and it is understood that this may require the district to contract additional psychological testing services.

This Contract Management Committee Agreement constitutes the entire understanding of the parties with respect to the matters herein agreed to and shall not be deemed precedent setting, unless specified herein, with respect to the contract and/or the policies and procedures of the Davison Community Schools and/or the Davison Education Association.

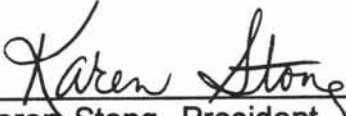
This agreement was reached in the Contract Management Committee on July 21, 1994. Attesting to this agreement are:



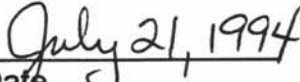
Robert C. Hahn, Superintendent
Davison Community Schools



Date



Karen Stong, President
Davison Education Association



Date

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