

Master Agreement between the
Board of Education of the
School District of the City of Pontiac

And

The Pontiac Education Association/
MEA-NEA

2015-2017

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**MASTER AGREEMENT BETWEEN THE
PONTIAC SCHOOL DISTRICT
AND
THE PONTIAC EDUCATION ASSOCIATION**

This Agreement is made and entered into this 1st day of July, 2015 by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board" and the Pontiac Education Association, hereinafter called the "Association."

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

ARTICLE 1 RECOGNITION

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

- Superintendent
- Deputy Superintendent
- Assistant Superintendents
- Principals
- Assistant Principals

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

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

- Supervisors:

Accounting
 Bilingual/Bicultural Programs
 Computer Systems and Programming
 Data Control and Operations
 Dispatching
 ECIA Chapter I Cable Television
 ECIA Chapter I Instruction
 ECIA Chapter I Management
 Employee Compensation
 Evaluation
 Fine and Performing Arts
 Food Service
 Instructional Technology
 Placement Coordination
 Plant Operations
 Pupil Operations
 Pupil Personnel Services
 Special Education
 Transportation
 Warehousing and Supply Management

Non-Credit/Non-Membership Teachers
 Per Diem Substitute Teachers

Item 2 Such representation shall cover all newly created professional and professional/technical positions unless such positions are primarily supervisory. Professional/technical employees shall include those employees who have a minimum of a bachelor degree or are required to hold a state license to do their specialized duties; who operate independent of direct supervision; and who are directly involved with students and teachers in the instructional process.

Item 3 The term "teacher" as used in this Agreement shall refer to all employees recognized in the Agreement.

Item 4 Teachers recognized in this Agreement shall be in one of the following classifications:

Elementary or secondary education teachers;
 Full-time Continuing Education teachers;
 HeadStart teachers
 Part-time Continuing Education teachers;
 Professional/Technical employees;
 Michigan Early Childhood Program teachers
 (According to 1988 MDE Grant).

In the event the District desires to implement a HeadStart Program, the Association and the District agree to negotiate wages, benefits, hours and other conditions of employment for HeadStart teachers. The parties shall have ten calendar days to conclude these negotiations.

- Item 5 Unless specifically exempted, all language in this Agreement shall pertain to all teachers.
- Item 6 The Board shall not negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2 BOARD RIGHTS

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

The Association hereby recognizes and incorporates into the collective bargaining agreement all rights reserved to School Districts under the Federal No Child Left Behind Act, MCLA 380.1280, and State Board of Education Policy, commonly known as "Education Yes," as they currently exist, or as they are amended from time to time, including the right to lay off teachers. The School District has the right to take appropriate administrative actions to encourage teacher compliance with these statutes, and teachers shall cooperate with these administrative actions.

ARTICLE 3 ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

Section A Association Rights and Responsibilities

- Item 1 The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings or Association business without rental charge. If special custodial service is required, there may be a charge. The School District building reservation procedures will be followed.
- Item 2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that the conduct of such business shall not interfere with or interrupt the normal school operations, teacher assignment for the instruction or management of pupils or special assignments of teachers. These representatives shall follow Board policies regarding "visitors to school buildings."
- Item 3 The Association shall have the right to use Board owned audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- Item 4 The Association may use the District mail service and teacher mailboxes for communications to teachers. The Association shall have the right to post notices of

activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided. The Association representative, who shall be known to the principal or supervisor, has the responsibility to maintain the bulletin board space assigned for Association use. All notices posted on this board must be signed by the Association representative if they are not identified as from the Association. The rights granted herein to the Association shall not be granted or extended to any competing teacher labor organization.

Item 5 On reasonable notice, the Board shall provide the Association with copies of regularly prepared Board, County, State, and Federal reports concerning School District financial resources including the annual financial reports and audits, final budget documents, all Board agendas and minutes of meetings which are open to the public, membership data, personnel office information on teachers including but not limited to name, location, assignment, professional training and experience levels, salary, certification, probationary or tenure status, sex, birthdate, and other recorded information that is readily available to assist the Association in representing teachers. Restricted or confidential information pertaining to the evaluation of a teacher's performance prior to employment in the School District and pre-employment recommendations contained in the personnel file shall not be available to the Association. The Association shall assume the cost of additional copies when only the original is available.

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

Item 7 The PEA President shall hold a full-time teaching position in the District. Each school year, prior to the first student day, a meeting calendar will be developed with the Human Resources Department utilizing 20 release days of the PEA President's release time to establish meetings to discuss personnel or collective bargaining agreement matters. In addition, the 20 other release days for the PEA President and the remaining (35 Association days) may be utilized pursuant to the collective bargaining agreement. The Association shall provide at least five (5) days prior notification, and shall submit appropriate forms for released time other than that provided to the president. No teacher, excluding the president or a member serving the state or national Association in a leadership role, shall be granted released time for more than five (5) days per school year. The District, the Association and the teacher shall develop plans to minimize any possible interruption of instruction. Time in addition to the aforementioned days may be worked out for members serving the national or state Association in leadership roles.

- Item 8 Teachers on any committee above the building level, which in any public way presents its decisions as representative of teachers' "opinion" or "approval," shall be appointed by the Association.
- Item 9 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers currently employed within thirty (30) days after the Agreement is signed. Copies of the Agreement shall be provided to teachers hereafter employed by the Board at the time of their hire. The Board shall furnish copies of the Master Agreement to the Association for its use.
- Item 10 The Association and the Board shall meet at least once each month at the request of either party to discuss and study matters of mutual interest which fall outside the scope of this Agreement. The purpose of these meetings shall be to provide a means whereby:
- 10.1 Items of concern to the Association may be brought to the attention of the Board representative for consideration.
 - 10.2 Items of concern to the Board representatives may be brought to the attention of the Association for consideration.
 - 10.3 Information may be exchanged.
 - 10.4 A high level of mutual understanding may be maintained.
 - 10.5 Matters pertaining to the general welfare of teachers and the School District may be discussed.
- Item 11 Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association, provided, that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- Section B Teacher Rights and Responsibilities
- Item 1 Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights conferred by the Michigan Public Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided by board policy or established procedure. The Board shall not directly or indirectly discourage teachers in their exercise of the aforementioned rights nor shall teachers be discriminated against in any way because of their activities in the Association to achieve these rights.
- Item 2 The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, handicap, sex, or marital status. Membership in

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

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

- 3.1 A transcript or academic records
- 3.2 All teacher evaluation reports
- 3.3 Recommendations for tenure
- 3.4 All written records of performance
- 3.5 Any written suggestions for improvement of performance
- 3.6 Any written reprimand or warnings issued

Item 4 No action shall be taken against a teacher that is arbitrary and capricious without due process. Any such discipline or reprimand by the Board or representative of the Board shall be done in privacy. All information forming the basis for the action shall be made available to the teacher to the extent permitted by law.

A bargaining unit member will be offered the opportunity for a private conversation of any matter that may result in discipline, up to and including termination of employment. The employee will have the option of having an Association representative present.

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

Item 6 Teachers have the right to expect that the grades they assign will not be changed and that unearned course credit shall not be granted. However, the Board retains the right to review the grades assigned by teachers and to grant course credit. In the event that a grade or credit is challenged, the process described herein below shall be followed:

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

ARTICLE 4 PROFESSIONAL DUES, FEES AND DEDUCTIONS

Section A Dues and Fees

- Item 1 Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain, or drop membership in the Association.
- Item 2 In implementing this Article, the Board and Association assume the following responsibilities:
 - 2.1 The Board shall notify the Association of all new teachers hired and the location of their assignment, salary, hours of pupil contact per week, and home address.

Section B Deductions

- Item 1 A teacher must elect to receive pay bi-weekly on either a 22 or 26 pay basis. Such election shall be made prior to August 1st of the school year and shall continue unchanged from year to year unless changed by the teacher. Changes to the election for a new school year shall only be made between June 1st and August 1st.
- Item 2 The Board, upon written authorization from the teacher, shall transfer authorized funds to any financial institution within the district's electronic fund transfer capability. Also, upon written authorization from the teacher, the Board shall make

payroll deductions for United States Savings Bonds, United Way, or other plans and programs jointly approved by the Board and the Association. In addition, upon authorization from the teacher, the Board shall reduce the salary of the teacher and make appropriate remittance for tax deferred annuities. All such requests for reductions shall be in accordance with current rules and regulations of the Internal Revenue Service.

ARTICLE 5 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

The provisions of this article, as stated below, apply only to bargaining unit members that are not subject to the Michigan Teachers' Tenure Act.

Section A Regular Teacher Assignments

- Item 1 All new teachers in the K-12 Bargaining Unit employed by the Board for a regular teaching assignment shall hold or be eligible for a valid Michigan provisional or continuing teaching certificate and be highly qualified.

- Item 2 In the development of teacher assignments at the secondary level, the District shall actively seek to limit the number of subject preparations and to consolidate department assignments to the extent possible and feasible. Secondary preparations shall be limited to three (3) unless more are voluntarily accepted by the teacher. Differentiation between preparations shall be established by consensus between the Association and the District.

- Item 3 No teacher shall be required to substitute for another teacher, take another teacher's assignment or take students assigned to another teacher except in the case of an unforeseen, emergency situation when the administration has attempted to contact every substitute and found no one available to assume the assignment. The parties shall reach mutual agreement on what constitutes an "unforeseen, emergency situation." When a teacher is required to substitute in a situation which does not meet the definition, the teacher shall be paid the per-diem substitute teacher rate in addition to his/her regular salary. In the event this emergency exists, the following procedure shall be utilized:
 - 3.1 All available certified personnel shall be assigned on a rotating basis in the following order:
 - 3.1.1 Central Office non-administrative personnel. The Board will publish a rotation list for these teachers which shall identify the days on which the teachers will be on-call for substitute duty.
 - 3.1.2 Personnel assigned to other than teaching duties in a building.

- 3.1.3 Specialized personnel in a building who are assigned classes.
- 3.2 No person shall be required to substitute more than the equivalent of three (3) days in one school year.
 - 3.1.1 Shall be exhausted before
 - 3.1.2 Is utilized
 - 3.1.3 Shall be exhausted before Item
 - 3.1.4 Is utilized. If these lists become exhausted, the three (3) day limit shall be removed and the process shall be implemented with the same procedure of rotation.
- 3.3 Only in the case of the total classroom assignment of all certified employees will classes be split among other classrooms.
- 3.4 Equity shall be provided for teachers working in more than one building.
- 3.5 Voluntary substitution will be equated with assigned substitution.

The Board shall take every reasonable step to find and identify those people who are willing to serve as substitute teachers within the District. Should a per diem substitute regularly assigned to a building not be needed on a particular day s/he may be reassigned as a substitute teacher elsewhere in the District. Should the substitute not be reassigned elsewhere in the District, s/he shall be retained in the building to perform work, which the building coordinating council and building administrator have determined is a priority.

Item 6 All teaching positions covered by this Agreement shall be staffed by teachers. All student teachers and teacher trainees in K-12 shall be under the supervision of a tenure teacher. Teachers may voluntarily accept the assignment of a student teacher or teacher trainee. A personal interview shall occur between the teacher and the student or trainee prior to assignment, whenever possible.

Item 7 Guidelines for the utilization of monies made available to the District by the placing of teacher trainees shall be developed jointly by a committee composed of Association appointed teachers and administrators appointed by the Board. An administrator shall be designated to administer such funds. This joint committee shall also develop the plans and procedures for the over-all implementation of the teacher trainee program in the District.

Item 8 A paraprofessional functioning with students in a role allied with instruction; shall be assigned to a teacher and function under the direction of that teacher at all times assigned. Teachers shall voluntarily accept the assignment of paraprofessionals. Teachers shall direct the activities and evaluate the

effectiveness of paraprofessionals working with them. The paraprofessional and teacher shall have mutual non-student time in the ratio of one hour for every five (5) hours scheduled. Where a paraprofessional is assigned to more than one teacher, a detailed schedule shall be established in writing. In no case shall paraprofessionals be used to replace an absent teacher or a teacher performing another function. All programs involving the use of paraprofessionals in a role allied with instruction shall be subject to review by the Association. The Association recognizes that certain programs require for funding that paraprofessionals be assigned to the teacher. In such programs the teacher who accepts the position shall also accept the assignment of the required paraprofessionals.

Item 9 It is the goal of the District to provide to the Association student projections by April 1 and projected staff allocations by May 1 of the prior school year. All full-time bargaining unit members shall be informed of their tentative assignments for the forthcoming school year on or before May 15th. For elementary classroom teachers, such notice shall include building and grade level to be taught. For secondary classroom teachers, such notice shall include building and courses to be taught. For other full-time bargaining unit members, such notice shall include work location(s) and work schedule.

Item 10 In order to facilitate assignment, as well as general recruitment, the Association agrees that teachers shall communicate their tentative plans for the following year by May 1 to their immediate supervisor.

Section B Additional Teaching Assignments

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

Item 2 No one from outside the bargaining unit shall be employed unless there are no applicants from within the bargaining unit certified and qualified to teach the subject area.

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

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

Section C Extra Pay Assignments

- Item 1 Extra pay assignments within the building shall be voluntarily accepted. Teachers shall be made aware of the availability of extra pay assignments by means of a posting within the building. All extra pay assignments will be made by the principal.

- Item 2 Among new candidates who apply, the applicant whose qualifications and experience are best matched shall be assigned. If the qualifications and experience of applicants are substantially equivalent, the most senior applicant shall be assigned. No one from outside the building shall be assigned unless there are no qualified applicants from within the building.

- Item 3 No coach from outside the bargaining unit will be hired unless no qualified association member applies. Coaches hired outside the bargaining unit will remain outside the bargaining unit. Teachers shall be made aware of coaching positions by means of internal/external postings. Applicants whose qualifications and experience are best matched shall be assigned the position.
 - 3.1 In instances where two or more bargaining unit members are being considered for a coaching position because qualifications and experience are equivalent, seniority shall be the determining factor.

 - 3.2 All coaching positions held by a member of the bargaining unit will be paid based on the yearly salary schedules contained in the PEA Master Agreement. Athletic percentage differentials contained in Article twenty-four (24) Section B will be applied according to Article twenty-three (23), Section A, Item 1.

ARTICLE 6 VACANCIES AND TRANSFERS

The provisions of this article, as stated below, apply only to bargaining unit members that are not subject to the Michigan Teachers' Tenure Act.

The Association and District do not agree as to whether provisions of Article 6 VACANCIES AND TRANSFERS are enforceable as a result of 2011 PA 103 that makes the following a prohibited subject of bargaining: "Any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit." The Parties have identified some of the disputed provisions. They are identified below in blue font.

Section A Vacancies

- Item 1 The Board will consider the interest and aspirations of teachers in filling vacancies.

- Item 2 Any vacancy in an existing classroom position shall be filled as follows:
- 2.1 On or before April 15th, teachers shall be notified that they may apply for any classroom position currently existing in the District. Teachers may file for these positions through June 30th. On July 1st the requests will be frozen until April when anyone requesting a change must re-file.
 - 2.2 As vacancies occur they shall be filled from the list of teachers on file. Teachers rejecting a position, for which they have filed, shall be eliminated from consideration for that position for the remainder of the school year. One voluntary transfer may be allowed each year, except that a teacher involuntarily transferred then becomes eligible again for voluntary transfer.
 - 2.3 Vacancies resulting from the transfer of teachers to an initial opening may be staffed on a temporary basis by an applicant not presently employed after two (2) vacancies have resulted following the initial opening. Temporarily filled positions shall be filled from the list in the month of June for the next school year.
 - 2.4 Vacancies occurring after March 1 may be staffed on a temporary basis for the remainder of the school year.
 - 2.5 Teachers who have completed a change of position form will be considered by the Human Resources Department for all positions for which they are certified and qualified to teach.
- Item 3 Any non-classroom position or classroom position which is not a duplication of an existing position within a school building shall be posted. Positions which have duties similar to positions in established programs shall carry the same qualifications and job description as like established positions. A classroom position shall be posted during the period from July 1 to March 1 when there are no active transfer requests on file, subject to the provisions of Item 2 of this Section. A position which is known to be available for the following school year shall be posted and may be tentatively filled prior to May 15.
- Item 4 To meet the requirements for posting, the position must be posted for a minimum of seven (7) calendar days prior to the deadline for filing of applications. Such posting shall be displayed on staff bulletin boards in all school buildings where teachers are assigned and in the personnel office. A copy of all postings shall be sent to the Association office.
- Item 5 Postings for vacancies for the ensuing school year that occur between June 15 and August 15 shall be for a period of twenty-one (21) calendar days but the requirements shall not extend beyond the last Monday in August. Upon request, the personnel office shall forward copies of such postings to the Association office in sufficient numbers so that the Association may forward them to interested teachers.

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

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

Item 8 While it is understood that it is the policy of the Board to appoint the most qualified applicant recommended by the Superintendent, no outside applicant shall be appointed to a bargaining unit position unless there are no qualified applicants in the system. Tenure teachers who have received a less than satisfactory evaluation the previous year shall have no rights for any change in position during the school year unless mutually agreed by the teacher and the Board. Probationary teachers shall have no rights to any change in position during the school year unless mutually agreed by the teacher and the Board.

Item 9 The Board shall publish a tentative list of all identified vacancies to the Association on or before May 1 of each school year.

Item 10 Notice shall be given to the Association prior to posting part-time Professional Technical positions.

Section B Transfers

Item 1 Where transfers are necessary because of a reduction of students within a building or a reduction in local, state or federal funds, volunteers will be solicited with preference going to the teacher with the most seniority.

Item 2 The transfers shall be deemed to be involuntary:

2.1 A transfer out of a building or a program which is not by a teacher's choice;

2.2 A change of more than two (2) grade levels in an elementary building;

2.3 A change in subject area in a secondary building.

Item 3 If an involuntary transfer is necessary the teacher with the least seniority will be transferred first. The involuntary transfer from one building to another will be made only after notification to the teacher and the Association. A teacher being so transferred will have preference in filling positions which are vacant.

- Item 4 The teacher being so transferred shall upon notification, have priority in filling the first vacancy for which certified and qualified in the previous building, elementary grade level, subject area, or program. If the vacancy is a significantly different position, the teacher's priority shall not be lost.
- Item 5 When a transfer is desirable for a reason other than reductions in students or in allocated funds, the change of assignment shall be for the ensuing year and the teacher shall be informed by May 15th. The teacher and the Association shall be informed of the reasons for such change and shall be provided the opportunity to meet with the appropriate official in the Personnel Office to review the reasons, the desirability and need for such move and the improvement to the instructional program that will be accomplished. The transfer shall not be used as a method of discipline.
- Item 6 Support personnel, including but not limited to school psychologists, school social workers and teacher consultants will be assigned to provide services to specific schools prior to the onset of the school year. Those assignments will be changed only in the manner prescribed by this Article.

ARTICLE 7 PROFESSIONAL BEHAVIOR

- Item 1 Teachers shall know and comply with this Agreement, Board of Education policy and established administrative procedures. These documents shall be made available and accessible to all teachers. In supporting this Agreement, Board Policies, and Board Procedures, teachers shall perform in a manner, which reflects positively upon the professional and the educational program within the building and the School District.
- Item 2 Teachers shall utilize time at school effectively for instructional, supervisory, planning and professional activities.
- Item 3 Teachers may engage in innovative and experimental practice provided that they receive approval from the principal for instituting changes in instructional organization or teaching practices that deviate from existing procedures already in practice in the individual building. If approval is denied by the principal, a teacher will have the right to appeal that decision, within fifteen (15) working days, to the next highest administrator able to review that decision and, if approved, insure that it is given a reasonable chance to succeed. The decision of that administrator is not subject to the grievance procedure.
- Item 4 Teachers shall work with the total student body of the school in matters pertaining to student discipline, safety and welfare, social and emotional growth, and students' realizations of their potential in academic areas and as worthy and effective citizens.
- Item 5 The total school program, not just a specific grade or subject area, should be the concern of each teacher. To implement this, the teaching staff in each building and

the teaching staff assigned to each assistant principal continuing education will elect a coordinating council that will enable teachers to participate in the process of cooperative decision making with the building administrative staff. The membership of the coordinating council shall be: one (1) member for each five (5) instructional staff members, not to exceed ten (10) and five (5) members of the school community to be selected by the building principal with at least three (3) of the members being parents of student within the building. Each building will have at least five (5) instructional staff members on the council. The meetings of the coordinating council shall include the administrator(s) and the elected members of the council. Members of the instructional staff shall elect representatives to serve on the coordinating council at the beginning of each school year. The coordinating council shall elect within the council a chairperson and secretary. The secretary shall publish an agenda previous to any meeting, record the minutes of the meeting, and, after review by the administrator and the chairperson, see that each instructional staff member receives a copy of the minutes. Meetings shall be held at least once a month and meeting times and dates mutually agreed.

The responsibilities of this committee shall be to work cooperatively with the building administrative staff in the following areas:

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

Any item of concern may be given to the chairperson for placement on the agenda. Any member of the instructional staff may attend and participate in any council meeting, but only council members may vote.

The Master Agreement may not be modified, in whole or in part, except by mutual written agreement by the Association and the Board. Claims by teachers or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Item may be presented in writing at Level One of the grievance procedure to a representative identified by the District annually.

Item 6 Teachers shall distinguish between their personal views and the policies and procedures of the School District. Teachers are encouraged to share in the development of what they feel are sound, civic, social, and community policies.

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

ARTICLE 8 PROFESSIONAL IMPROVEMENT

- Item 1 The Board may include funds in the annual operating budget to provide reimbursement of approved expenses to teachers who desire and have approval to attend professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Once written approval is granted, the teacher shall be permitted to attend. Teachers shall, upon request, submit a written report regarding such conferences. Teachers shall submit a written request for leave time to attend conferences and meetings to their immediate supervisors. Written notice of the disposition of the request shall be returned to the teacher within fifteen (15) workdays.
- Item 2 Teachers may request release time for the visitation of educational institutional programs, facilities or techniques within and without the school system. Release time may be approved for any teacher with the recommendation of the principal upon consultation with the educational director.

Item 3 Leaves of Absence for professional reasons may be authorized by the Superintendent provided that there will be substantial benefit to the teacher and to the School District derived from the professional activity. Remuneration received by the teacher for the activity shall be deducted from the salary entitlement and leaves shall not exceed one (1) week except in extreme extenuating circumstances.

Item 4 The District will establish a professional improvement program which will include a variety of jointly planned experiences to improve the classroom management and instruction skills of all teachers teaching out of their major and/or minor fields. The activities may include workshops, conferences, supervised activities, and practical experiences.

4.1 Teachers assigned outside of their major or minor field for the first year will be required to attend a series of staff development activities related to their subject area.

4.2 The total number of days of release time per involved teacher per year shall not exceed five (5) days.

4.3 The District, whenever possible, will assign the same substitute to each participating teacher's classroom. If the teacher is out of the classroom five (5) consecutive days the substitute will be assigned one (1) additional day.

4.4 The teacher will receive the same rate of daily pay. The teacher shall not be out of the classroom more than five (5) consecutive days.

Item 5 A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code. "The Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by one or more skilled and experienced teachers. This relationship should be collegial in nature and all experiences should be directed toward the development and refinement of the knowledge, skills and dispositions necessary for effective learning."

The parties agree to work together in the selection and appointment process as follows:

A. Qualified employees will submit a statement of their interest to be selected as a Master Teacher, together with their credentials, by June 1st of each school year. The list of interested candidates will be maintained until the teacher requests removal from said list.

B. A standing Selection Committee will be formed with the following responsibilities:

1. Establish criteria for the selection and the process

2. Make appropriate selection
 3. Serve in a problem-solving role to address questions, issues, etc. that are not addressed elsewhere in this provision
 4. Act via consensus
- C. The Selection Committee will be comprised of four district representatives to include at least one elementary principal, one junior high principal, one secondary principal, and a personnel director, together with four Pontiac Education Association members appointed by the Association.

In the event the parties are unable to agree on the selection of a Mentor, the building principal shall make the decision.

- D. In the selection process the following will apply:
1. The ultimate and overriding criteria used by the committee in selecting a Mentor Teacher will be the candidate's recognition as a Master Teacher actively employed or retired from the District. In the event that there is no Pontiac teacher who volunteers to serve as a mentor teacher, then the selection committee may seek a mentor candidate from outside the unit. It is understood that one university staff person may serve as a mentor in addition to Pontiac volunteers.
 2. General criteria in selection will include:
 - a. tenured teacher
 - b. minimum of seven (7) years teaching experience
 - c. same background in major area of instruction (e.g. - lower elementary to lower elementary, grade level to grade level, department to department, etc.)
 - d. classroom teachers will be matched to classroom teachers
- E. Regarding appointment, the following will apply:
1. All appointments as Mentor Teacher will be voluntary.
 2. Appointment will be for one (1) year unless either party requests a change through the Selection Committee or the Selection Committee decides a change is in the best interests of the parties.
 3. Mentor Teachers will have no involvement in the evaluation process. The relationship will be collaborative and confidential.
 4. A Mentor Teacher shall have no more than two (2) probationary teachers assigned.
 5. A Mentor Teacher shall not serve concurrently as a Department Head.

6. Mentor Teachers will be provided a reasonable amount of released time as determined by the selection committee.
7. None of the Mentor Teacher's time shall be spent relieving administration of any task or responsibility.
8. The Mentor Teacher shall receive mentor training and participate in experiences which prepare him/her for the role and responsibilities of a mentor, including, but not limited to professional development activities related to his/her area of specialization or certification so they maintain the current and high level of expertise which their role requires. Such training will be at district expense. Training offered by the District shall be planned jointly by the Association and the District.
9. Mentor Teachers shall be paid a stipend of \$500.00 per year. No one providing services in the mentor program shall receive remuneration greater than the contractual rate.

ARTICLE 9 TEACHER EVALUATION

The provisions of Article 9 Teacher Evaluation as stated below, apply only to bargaining unit members that are not subject to the Michigan Teachers' Tenure Act.

Section A General Evaluation

Item 1 The Board and the Association recognize that improvement of individual performance is essential to the continual upgrading of the instructional program. A meaningful evaluative program is one method that can be used in the improvement of performance. The evaluative program shall be centered on direct performance within the assignment but shall consider all duties and functions required of the position. Within the first eight (8) weeks of employment or of the start of the school year, all evaluative procedures and criteria shall be reviewed by the administrator assigned to conduct the evaluation with the teachers to be evaluated.

The Board and the Association recognize the importance of the evaluation process and that evaluations should be conducted by the Administrator who can best evaluate overall performance.

Item 2 All monitoring or observations of a teacher shall be conducted openly. Each observation to be used for evaluative purposes shall be for a minimum of thirty (30) minutes. The teacher shall be informed an observation is taking place. When requested, in writing, at the initial conference, observations shall be scheduled with the teacher. If formal observations are held the week prior to a vacation period, an additional observation shall be held at another time at the request of the teacher.

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

Section B Probationary Teacher Evaluation

Probationary teachers shall be formally observed three (3) times annually. The first two classroom observations shall be held at least 60 calendar days apart, unless a

shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administrator. Absences of the probationary teacher for more than twenty (20) workdays will extend the period during which the observations are to be completed by the number of days absent. The first observation shall be preceded by a pre-observation conference between the teacher and the administrator so the administrator can be apprised of what is planned for the learning situation, which is to be observed, and how and why the teacher plans to approach the lesson. Each subsequent observation shall be preceded by a conference upon request by the teacher.

Upon employment for at least one full school year, an individualized development plan shall be developed by appropriate administrative personnel in consultation with the probationary teacher. In the event that the probationary teacher believes that the plan is inappropriate, he/she may request review of the plan with the mentor teacher selection committee. If said review does not resolve the disagreement, the building principal shall finalize the content of the plan.

Section C Tenure Teacher Evaluation

- Item 1 Tenure teachers shall be evaluated not less than once every third year. The evaluation shall begin with a conference between the teacher and the administrator. Such conference shall be held prior to November 1, unless the meeting of this deadline is prevented by the absence of the teacher, in which case the deadline shall be extended. On the workday prior to this conference, the teacher and the administrator shall exchange a written copy of expectations for the performance of the teacher for that year. At the conference, the teacher and administrator shall mutually agree to a set of performance expectations, which shall be reduced to writing. In the event the teacher and the administrator cannot agree on performance expectations, the Board shall appoint another administrator agreeable to the Association to establish mutually agreeable performance expectations. Provision will be made at the time of the conference to aid the teacher in meeting these performance expectations, if such assistance is requested by the teacher. The evaluation shall also include at least one (1) classroom observation to evaluate overall teaching performance and to review progress toward the agreed upon performance expectations. At least one (1) conference shall be held at mid-year to discuss progress, work out conflicts, and exchange information. A final conference shall be held prior to May 2 to review a written statement, prepared by the administrator, of the teacher's progress toward meeting the established performance expectations and the teacher's overall performance during that year. The teacher shall receive a copy of this statement on the workday prior to the conference.
- Item 2 Teachers shall be evaluated during their first school year in a building. After the first year in a building, teachers shall be evaluated according to the provisions of Item 1.
- Item 3 Prior to September 30, any tenured teacher may submit a request to the personnel office to be evaluated as provided in this Article.

Item 4 A teacher transferring into a new assignment following November 1, shall have a minimum of one (1) formal observation that year.

Section D Other Personnel

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

ARTICLE 10 REDUCTION IN PERSONNEL, LAY OFF AND RECALL

The provisions of this article, as stated below, apply only to bargaining unit members that are not subject to the Michigan Teachers' Tenure Act.

The Association and District do not agree as to whether provisions of Article 10 are enforceable as a result of 2011 PA 103 that makes the following prohibited subjects of bargaining: any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit. They are identified in blue font.

Section A Reduction in Personnel

Item 1 No reduction in personnel shall be made during the terms of the school year, unless the Board and the Association agree to meet and confer at times of economic necessity to discuss various alternatives to contract staffing constraints and/or to time deadlines as they relate to layoff and economic necessity. In the event staff reduction is deemed necessary, teachers to be laid off shall be notified of such action by May 1st preceding the next school year. In case of the second semester, teachers shall be notified no later than December 1st. There will be no layoffs that would be effective at anytime other than the beginning of a semester.

Section B Layoff

The provisions of Section B Layoff as stated below, apply only to bargaining unit members that are not subject to the Michigan Teachers' Tenure Act.

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

Item 2 If two or more teachers have an identical period of continuous service, the following criteria shall be used to determine the first teacher to be laid off.

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

Section C Recall

The provisions of Section C Recall as stated below, apply only to bargaining unit members that are not subject to the Michigan Teachers' Tenure Act.

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

such leave who fail to request reassignment for the ensuing year by March 15 shall be considered as voluntary resignations and shall thereby terminate any employment relationship with the Board. Probationary teachers, who fail to respond under the aforementioned conditions, shall be considered voluntary resignations and they shall terminate their employment relationships with the board without benefit of a Leave of Absence. Teachers who are going to be away from their regular residence for an extended period when school is not in session may leave a letter of intent of acceptance with the Personnel Office. This letter is to eliminate the necessity of formal acceptance within the prescribed time limits, but such letter of intent shall expire when school resumes session. Tenured teachers who notify the Board of acceptance within five (5) calendar days but, due to extenuating circumstances, are unable to report within the ten (10) calendar day period, may apply for unpaid leave for any of the reasons listed under Article 19, if said teacher is otherwise eligible for such leave. For purposes of this item, the term tenured teacher shall include all teachers who have been actively employed at least two (2) school years in the District.

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

ARTICLE 11 GRIEVANCE PROCEDURE

Definition

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

Informal Level

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

- Level 1 If the grievance is not satisfactorily resolved at the initial meeting or if the informal meeting is waived, the teacher must present the grievance in writing, within five (5) days of the meeting or the incident if the meeting was waived, to the immediate supervisor and the Association, who will mutually arrange a meeting within four (4) days. The building Association's representative, the immediate supervisor, and the grievant shall be present at this meeting. The immediate supervisor shall provide the grievant with a written response within three (3) days.
- Level 2 If the grievance is not satisfactorily resolved, the Association may refer the grievance to the Board's representative within five (5) days who shall arrange a meeting with the Association's Grievance Committee, the Board's representatives and the grievant within four (4) days. Each party shall have the right to include in its representation appropriate witnesses. A written answer to the grievance shall be prepared by the Board's representative and presented to the grievant and the Association within three (3) days following the meeting. Should the Board's representative choose to refer the grievance to the Board of Education for consultation, the Association shall be informed that there will be a delay, not to exceed ten (10) days, in preparing the written response.

Arbitration

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

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

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

Exceptions

A complaint or dispute involving the discharge or demotion of a teacher shall not be subject to the grievance procedure, but shall be handled as provided in the Teacher's Tenure Act of the State of Michigan. This restriction shall not apply to any teacher who has two (2) years of service and is not covered under the provisions of the Teacher's Tenure Act.

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

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

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

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

Time Limits

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

Grievance

Upon certification by the Association, the Board shall recognize an Association Grievance Committee of five (5) members and the UniServ Director. The names of the members of this committee shall be submitted, in writing, to the Assistant Superintendent of Personnel by the end of the second week of the school year.

ARTICLE 12 STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A Student Discipline

Item 1 The Board has the responsibility to give all reasonable support and assistance to teachers in the performance of their duties as defined by this Agreement, State Law, Board policy and established procedures. The administration has the responsibility to give all reasonable support and assistance to teachers with respect to daily maintenance of control and discipline within the schools. The principal, as the Board's representative in each building, has the responsibility and authority to

insure that an orderly educational program is maintained in the building. Each teacher has the responsibility to give the principal all reasonable support in the carrying out of the job functions.

Item 2 A building plan for implementing the Student Code of Conduct will be developed by the principal and the Coordinating Council, for each building according to the following procedures:

2.1 The building administrator will distribute copies of the Student Code of Conduct to teachers, students and parents.

2.2 Building plans for implementation will be completed within twenty (20) workdays from the start of school.

2.3 Completed plans will be signed by the building administrator and the chairperson of the Coordinating Council and copies of the signed plans will be forwarded to the Pupil Personnel Services Department for approval. Copies of the approved plans will be sent to the Association.

2.3.1 Building plans shall be distributed to teachers, students, and parents.

2.3.2 If a completed plan is not received in the department of Pupil Personnel Services within twenty (20) workdays from the start of school, the Executive Director of Pupil Personnel Services or designee will meet with the administrator and the Coordinating Council to complete the plan within five (5) workdays.

2.4 The building administrator and Coordinating Council will review the building plan at the end of the school year and will make recommendations for changes for the following year.

Item 3 Under certain conditions it is in the best interest of a student or other students in a school for that student to be denied the right of attendance. Classification II and III offenses as defined in the Student Code of Conduct shall result in an administrative investigation, parental contact, and, given a finding of probable cause, immediate removal from class.

Item 4 In situations where a student's behavior is disruptive or disobedient, the supervisor shall schedule a conference with the teacher and the student's parents. The building administrator will have a conference with the student before any disposition is made. Following the conference, the supervisor may, upon written notice to the teacher, return the student to the classroom on a conditional basis or enroll the student in an alternate classroom or program on a temporary or permanent basis.

Item 5 A teacher shall have the right to appeal an administrator's failure to follow the building plan to the Coordinating Council for review and recommendation. If this review does not resolve the issue, appeal may be made to the Executive Director of Pupil Personnel Services, who will, within five (5) workdays, resolve the matter. If

the Executive Director of Pupil Personnel Services finds a violation of the procedures specified in the building plan, at the sole discretion of the Executive Director of Pupil Personnel Services, a hearing may be reconvened or convened, if one had not previously been held.

- Item 6 In the event that a teacher perceives that a classroom assignment contains an inequitable number of disruptive students, that teacher shall have the right to request a review of student placement in that classroom by the Coordinating Council. If this review does not resolve the issue, appeal may be made to the Executive Director of Student Services who will, within five (5) workdays, resolve the matter.

Section B Liability Insurance

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

Section C Teacher Assault

- Item 1 Any case of assault upon a teacher as a result of job responsibility shall be promptly reported to the Board or designee and the Association. In the event legal counsel is required, the Board shall provide such legal counsel to advise the teacher of rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. If the teacher is injured or disabled as a result of an assault in carrying out job responsibility and a physician designated by the Board determines that the teacher is unable to perform his/her job responsibility, the teacher shall receive regular salary; time missed shall not be deducted from leave days up to a maximum of one hundred eighty (180) calendar days.

- Item 2 Any student who is charged by an administrator with physically assaulting a teacher shall be subject to immediate removal from that teacher's classroom through a short-term suspension. The teacher shall have an opportunity to participate in the investigation process by giving his/her side of the story to the charging administrator and by recommending witnesses that should be interviewed.

The teacher shall also be afforded the opportunity to testify at the hearing itself and shall be informed of both the hearing officer's decision and the administrator's decision regarding disciplinary action. Appeals of either decision shall be directed to the Executive Director of Student Services.

In preparing for the hearing, the teacher shall prepare a written statement as soon as possible following the assault, using the incident report form and giving as much

detail as possible. The completed form will be forwarded to the hearing officer prior to the start of the hearing. This will insure that the teacher's voice will be heard by the hearing officer even if, for some reason, the teacher is not available for the hearing itself.

If an elementary student is found guilty of teacher assault as a result of a long-term suspension hearing, the principal shall consider disciplinary action ranging from short-term suspension to exclusion.

If a secondary student is found guilty of teacher assault, the principal shall immediately suspend the student long-term, pending an exclusion review for possible exclusion up to one hundred eighty (180) days by the Board of Education.

Section D Teacher Loss

Item 1 The Board shall reimburse teachers for loss, damage, or destruction of clothing or personal property worn by the teacher while on duty or properly secured in an area designated by the supervisor. This reimbursement shall also cover personal instructional material brought into the building by the teacher and previously approved by the immediate supervisor. This reimbursement shall exclude claims under ten dollars (\$10.00) and the maximum allowed on any single claim for personal clothing or property worn or properly secured by the teacher shall be two hundred fifty dollars (\$250.00). Reports of such loss, damage, or destruction must be reported to the immediate supervisor as soon as practical. Evidence of amount of loss shall be required. The Board shall assist the teacher in seeking the recovery, replacement, or reimbursement for any loss, damage or destruction of any other personal property of the teacher while on duty. Damage to teacher automobiles while parked on school property shall be covered up to the maximum of two hundred fifty dollars (\$250.00) where proof can be confirmed that damage was work related and if claimant signs a statement that s/he has not submitted the claim to his/her homeowner's insurance. If the claim is submitted to the homeowner's insurance and payment is received the Board shall pay the difference between the amount received to the maximum stated in this item.

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

Section E Worker's Disability Compensation

If a teacher is absent due to personal injury occurring while on duty, the District shall pay the difference between the teacher's salary and any payments provided under Worker's Disability Compensation for days medically certified. No leave days shall be charged against the teacher for the first seven days of absence. Beginning with the eighth (8th) consecutive calendar day leave shall be charged at one-half (1/2) day per day absence. If the disability is certified and paid beyond fourteen (14) calendar days, the deduction shall be retroactive to the first day of absence.

Section F Court Hearings

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

Section G Supervisory Duty

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

Section H Safety Devices and Protective Clothing

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

Section I Administrator Absence

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

Item 2 No bargaining unit member will perform service as an administrator or substitute for an absent administrator.

ARTICLE 13 TEACHER'S DAY

Section A General

The District and the Association will convene a committee for the purpose of making recommendations to address any deviations from the provisions of Article 13. The committee will be comprised of three representatives from the Association and three representatives from the District. The committee will attempt to resolve any issues by mutual agreement. If they cannot reach consensus, the Superintendent has final decision making authority.

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

Section B Secondary Schools

- Item 1 The daily teaching load in secondary schools shall not exceed five (5) class hours per day of direct classroom assignment. A minimum sixty (60) minute block of time per day, or the equivalent of one (1) instructional period shall be provided for professional study, conference and/or preparation directly related to instructional concerns of the building or to the teacher's classroom responsibilities. Teachers shall assume reasonable non-teaching duties including homeroom management and hall supervision before school opens, during school, or at the conclusion of the school day. These non-teaching duties, excluding homeroom, shall not extend more than fifteen (15) minutes before and after the regular school day or beyond the total seven and one-quarter (7 1/4) continuous hours of responsibility per day. Exceptions are agreed to in Section F of this Article and in Article 24, Section A, Item 1.
- Item 2 In a middle school program each teacher assigned to a team responsible for a group of students collectively will be provided a team planning period equivalent to an instructional period in addition to the individual planning period provided in Item one (1) above.
- Item 3 The hours of instruction shall be at least 1098.

Section C Elementary Schools

Item 1 The daily teacher load in elementary schools shall not exceed an average of five (5) hours per day of direct classroom instruction. A minimum sixty (60) minute block of time per day shall be provided for professional study, conference, and/or preparation directly related to instructional concerns of the building or to the teacher's classroom responsibilities. In addition, teachers may use for professional preparation and conference all times during which their classes receive instruction from various teaching specialists. Teachers shall be provided with fifteen (15) minutes of relief time each day that they are not scheduled to receive at least an equal amount of time in services from a teaching specialist. The wishes of the teacher shall be considered when the assignment of a scheduled day varies from the day of the other teachers in the building.

Item 2 For the duration of this agreement the daily teacher load shall not exceed an average of five (5) hours and forty-one (41) minutes of direct classroom instruction. A minimum of a thirty-one (31) minutes block of time each day shall be provided for professional study, conference, and/or preparation directly related to instructional concerns of the building or to the teacher's classroom responsibilities. In addition, teachers shall be provided with a minimum of three periods of forty-five (45) minutes of relief time per week from a teaching specialist. These periods may be used for professional preparation and conference. Teachers shall continue to receive fifteen (15) minutes of relief time each day providing that the building schedules the student day to provide the required minimum clock hours of student instruction.

Item 3 The hours of instruction shall be at least 1098.

Item 4 To meet the legislated requirement for clock hours of instruction, the elementary teacher day has been adjusted as specifically provided in this section. There shall be no other modification of the terms of this agreement. The negotiated modifications in Items 2 and 3 above shall remain in effect only while and to the extent required by law.

Item 5 Kindergarten sessions the last week of school shall be scheduled so only one (1) session meets per day for two days in order that kindergarten teachers shall have one (1) more day for closing than other elementary teachers. On schedule half (1/2) days, the kindergarten classes shall be alternated from morning to afternoons or the reverse to equalize the impact on the kindergarten class schedule.

Section D Continuing Education Teachers

A full-time continuing education teacher is one who works thirty (30) or more hours per week including preparation time.

Section E Specialized Teachers

Item 1 Teachers of music, physical education, librarians, consultants, counselors, special education and all specialized teachers shall be provided with relief and preparation

time to the same extent as classroom teachers in the District. Time allowed for travel between buildings shall be considered as time assigned teaching or supervising. Four (4) minutes shall be scheduled between elementary music or physical education classes to allow the teacher to prepare the room for the incoming class.

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

Section F Meetings

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

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

Item 3 Preparation for effective teaching outside of the instructional day, in addition to civic and community expectations, add to a teacher's professional responsibility. Teachers shall not be required to attend more than three (3) evening activities in the course of the school year. Notice of these meetings shall be given upon their scheduling and in all cases at least two (2) weeks in advance. Parent-Teacher Conferences shall not be included within the limitation of these nights, providing teachers are released an equivalent amount of time during the regular school day and teachers are given fourteen (14) calendar days notice. In each school year covered by this Agreement there will be two (2) half (1/2) days for elementary students for parent-teacher conferences each semester. Only one of these half (1/2) days each semester may include an evening conference scheduled after the teachers' regular school day. Parent-Teacher Conferences shall be scheduled on a staggered basis with approval of the Executive Director Student Services.

Item 4 Teachers shall continue to support parent activities related to school programs and are encouraged to attend general PTA meetings.

Item 5 Continuing Education teachers may be required to attend one (1) staff meeting each school year which will be held on a Saturday, not to exceed three (3) hours.

Teachers will be compensated at the part-time Continuing Education BA 1 rate for their attendance.

ARTICLE 14 CALENDAR

The Parties have agreed to the attached 2015-2016 calendar, PEA/PSD will meet to adjust the calendar to accommodate the High School and Middle School testing schedules by not later than December 1, 2015.

Item 1 The Parties agree to meet prior to April 30, 2016 to develop a calendar and discuss finances for the 2016-2017 school year.

Item 2 Professional/technical employees' year shall be determined by the program in which they work.

Item 3 When the District announces total closure due to inclement weather or "acts of God," teachers shall not be required to report to work. Where individual buildings are closed, teachers shall report and have the option of reporting to alternative sites approved by the immediate supervisor where conditions are satisfactory to conduct independent preparation. The school calendar is set forth in this Article and may not be altered except as hereinafter set forth or by mutual agreement of the parties. The school calendar includes one hundred eighty (180) days of student instruction and one hundred eighty-five (185) teacher workdays. Additional days of student instruction over the one hundred eighty (180) days agreed to will be rescheduled as make-up days only in the event that school closings are necessitated which otherwise would reduce the days of student instruction below one hundred eighty (180) days and rescheduling is required by law.

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

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

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

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

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

Day 6. As Day 4, and so forth.

Article 14 Calendar

Kindergarten through 12th Grade School Calendar – 2015-2016

August 10, 2015 (Monday)	Professional Development (NO STUDENTS)
August 11, 2015 (Tuesday)	Professional Development (NO STUDENTS)
August 12, 2015 (Wednesday)	Teacher Prep (NO STUDENTS)
August 13, 2015 (Thursday)	Convocation/Bldg. Staff Mtg. (NO STUDENTS)
August 14, 2015 (Friday)	Teacher Prep (NO STUDENTS)
August 17, 2015 (Monday)	Students and Staff Report (Full Day)
August 26, 2015 (Wednesday)	District-Wide half day for Students (Planning)
September 4 and 7, 2015 (Friday and Monday)	Labor Day Holiday Recess NO STUDENTS AND TEACHERS
September 8, 2015 (Tuesday)	Students and Staff return
September 16, 2015 (Wednesday)	District-wide half day for Students (PLC/PD Day)
September 30, 2015 (Wednesday)	District-wide half day for Students (Planning)
October 7, 2015 (Wednesday)	1 st Count Day (October 7 – November 4)
October 14, 2015 (Wednesday)	District-wide half day for Students (PLC/PD Day)
October 16, 2015 (Friday)	End of 1 st Marking Period District Wide
October 19-30, 2015 (Monday-Friday) District Wide Intersession	
November 3, 2015 (Tuesday)	Teacher Prep Day No Students
November 10, 2015 (Tuesday)	Parent/Teacher Conferences ½ Day Students: PHS (9-12), PMS (7-8), ITA (6-12) only
November 11 & 12, 2015 (Wednesday-Thursday)	Parent/Teacher Conferences 1/2 Day STUDENTS: All Elementary P/ T Conferences (NO PRE-SCHOOL)
November 25, 2015 (Wednesday)	Teacher Compensation Day (1/2 Day for STUDENTS AND TEACHERS)
November 26 & 27, 2015 (Thursday-Friday)	Thanksgiving Break NO STUDENTS AND TEACHERS
December 9, 2015 (Wednesday)	District-wide half day for Students (PLC/PD Day)
December 21, 2015 - January 1, 2016 (Monday-Friday)	Christmas Holiday Break NO STUDENTS AND TEACHERS
January 4, 2016 (Monday)	Teachers and Students Return
January 13, 2016 (Wednesday)	District-wide half day for Students (Planning)
January 18, 2016 (Monday)	Martin Luther King Holiday NO STUDENTS & TEACHERS
January 20-21, 2016 (Wednesday-Thursday)	Final Exams for PHS, (9-12), ITA (6-12) graders District-wide half day for Students (Planning)
January 21, 2016 (Thursday)	End of 2 nd Marking Period District Wide End of First Semester District Wide
January 22, 2016 (Friday)	Teacher Preparation Day (NO STUDENTS)
January 25, 2016 (Monday)	First day of the Second Semester
January 27, 2016, (Wednesday)	District-wide half day for Students (PLC/PD Day)
February 3, 2016 (Wednesday)	District-wide half Day for Students (Planning)

February 10, 2016 (Wednesday)	2 nd Count Day (February 11-February 26)
February 12 & 15, 2016 (Friday and Monday)	President Day Recess NO STUDENTS & TEACHERS
February 24, 2016 (Wednesday)	District-wide half day for Students (Planning)
March 1-2, 2016 (Tuesday-Wednesday)	MME/SAT – (High School) Grade 11, Eligible Grade 12
March 2, 2016 (Wednesday)	Half day for PMS (7-8), All Elementary (Planning)
March 7-18, 2016 (Monday-Friday) District Wide Intersession	
March 25, 2016 (Friday)	Good Friday Holiday NO STUDENTS AND TEACHERS
March 30, 2016 (Wednesday)	District-wide half day for Students (PLC/PD Day)
April 4-8, 2016 (Monday – Friday)	Spring Break NO STUDENTS AND TEACHERS
April 11, 2016 (Monday)	Teachers and Students Return
April 15, 2016 (Friday)	District-wide half day for Students/Teacher Prep End 3 rd Marking Period District Wide
April 19, 2016 (Tuesday)	Parent/Teacher Conferences 1/2 Day STUDENTS: PHS (9-12), PMS (7-8), ITA (6-12)
April 20 & 21, 2016 (Wednesday-Thursday)	Parent/Teacher Conferences 1/2 Day STUDENTS: Elementary P/ T Conferences (NO PRE-SCHOOL)
April 27, 2016 (Wednesday)	District-wide half day for Students (PLC/PD)
May 11, 2016 (Wednesday)	District-wide half day for Students (Planning)
May 25, 2016 (Wednesday)	District-wide half day for Students (PLC/PD)
May 30, 2016 (Monday)	Memorial Day NO STUDENTS AND TEACHERS
June 1, 2016 (Wednesday)	Half day for PMS (7-8), All Elementary (Planning)
June 8, 2016 (Wednesday)	Half day for PMS (7-8) All Elementary (Planning)
June 15, 2016 (Wednesday)	Half day for PMS (7-8), All Elementary (Planning)
June 21 & 22, 2016 (Tuesday-Wednesday)	Final Exams Half Day for PHS, (9-12), ITA (6-12) graders only
June 22, 2016 (Wednesday)	Last Day half day for all Students Teacher Prep afternoon End of 4 th Marking Period District Wide End 2 nd Semester District Wide
June 23, 2016 (Thursday)	Teacher Preparation Day (NO STUDENTS)

District Wide Intersessions

October 19-30, 2015 (Monday-Friday)

District Wide Intersession (10)

March 7-18, 2016 (Monday-Friday)

District Wide Intersession (10)

ARTICLE 15 TEACHING CONDITIONS

Section A Teaching Facilities

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

- 4.3 Teacher's manuals for each teacher's use for all basic texts used in each course taught and access to other necessary manuals.
 - 4.4 Adequate storage space in each classroom for instructional materials.
 - 4.5 Adequate attendance books, paper, pencils, chalk, erasers, dictionaries and other such material and equipment required in the daily teaching responsibility.
 - 4.6 The Board will set as a goal the provisions of a basic text for each student in each subject. Access to other necessary manuals shall be provided.
- Item 5 Classrooms shall be physically ready and supplied to receive students on the first day of school and after normal school recesses.
- Item 6 The Board shall provide facilities, services and supplies for the use of specialized and supportive teachers similar to those provided other members of the teaching staff. Careful attention shall be given to the provision of a separate, quiet space large enough for activities to be conducted which is adequately ventilated and contains a lockable space for the safekeeping of supplies and valuables. In the assignment of available space, members of the regular specialized teaching staff assigned to a given building shall be assigned rooms in accordance to the amount of time spent in the building and will be given precedence over paraprofessional personnel. Careful attention shall be given to the assignment of specialized teachers to the same rooms each period and each day.
- Item 7 The Board shall make available separate and private telephone facilities to teachers for their reasonable use.
- Item 8 The Board will supply and make available, to teachers and students, library facilities, audio-visual supplies, equipment and similar tools of the teaching profession. The Board shall keep schools cleaned, equipped and maintained in an adequate condition for instruction. Classroom teachers shall be involved in the process of the evaluation of present materials and equipment for use in the classroom and in the process of selection of replacements and new material or equipment for use in the classroom.
- Item 9 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. In the event a teacher finds a potentially unsafe or hazardous condition, the teacher shall make it known to the immediate administrator so that action shall be taken. If it is agreed the classroom temperature cannot be maintained within an adequate range for instruction, alternate facilities shall be provided.
- Item 10 Teachers shall be furnished with a budget of one hundred dollars (\$100) to be expended on materials and equipment for the improvement of instruction by November 1 of each year. Part-time Continuing Education teachers shall be

excluded from this provision. Continuing Education teachers working thirty (30) hours or more per week will be included in this provision.

Item 11 Mail will be delivered to teachers in non-mail delivery locations at least twice a week where three (3) or more teachers are assigned.

Section B Class Size

Item 1 The Board and the Association agree that it is their goal that class size be lowered whenever economically feasible. Accordingly, all references to class size maximums in this section are to be considered "goals". The Association and the District acknowledge that economic circumstances may exist which prevent the District from meeting classroom goals. In this regard, the maximum elementary class size shall be twenty-nine (29) for DK and TK, twenty-eight (28) for K, twenty-eight (28) for grades 1-3 and thirty-four (34) for grades 4-6. Classes of specialized staff shall be included in these limits.

Item 2 The maximum class size for grades 7-8 will be thirty-five (35). The maximum class size for grades 9-12 will be thirty-six (36). Small engines, woodshop, welding will have a maximum class size of twenty-four (24). Auto mechanics at Pontiac Northern will have a class size limit of twenty-four (24); Auto Mechanics at Pontiac Central will have a class size limit of eighteen (18) or a maximum of twenty-four (24) if additional square footage can be added. Physical education, chorus and instrumental music are not included in this limit; but these classes shall not exceed fifty (50) students without the consent of the teacher. Problems of class size in laboratory classes and other classes involving power equipment or materials which require precautions for the safety and welfare of students shall be resolved individually by an investigating committee selected by the Board and the Association which shall establish local limits.

Item 3 Whenever a teacher's class size is above the maximum as herein defined, that teacher may request relief in the order as outlined below:

3.1 The teacher shall communicate with his/her principal the relief sought and attempt to resolve the matter.

3.2 If, following the attempt of the principal, the overload is not resolved, the class size committee comprised of three members selected by the Association and three members selected by the District will develop a mutually acceptable solution. In the event a consensus agreement is not reached regarding a solution, the committee will submit the options considered to the Superintendent. The Superintendent has the final decision regarding this matter. He/she may adopt one or none of the options submitted. The recommendation(s) of the six (6) member class size committee shall be based upon economic feasibility, sound education principles and shall be implemented by an agreed upon time. The decision of the class size committee shall not be subject to the grievance procedure.

- Item 4 The above class size shall not be applicable in those instances involving certain innovative and/or experimental programs, large group instruction, or other special grouping arrangements which may be agreed to by the teacher.
- Item 5 The district agrees that the maximum class size for elementary split classrooms will be three (3) fewer students than the contractual maximum class size for the grades in which the split occurs unless the other classrooms for those grades within an elementary building are at the maximum at which time additional student(s) may be assigned to the split classroom. The Board shall make every effort to redeploy non-instructional staff to provide assistance to teachers in elementary split classrooms. In the event of a split bilingual classroom, a full-time fluent bilingual teacher assistant shall be assigned with a workday concurrent with that of the classroom teacher.
- Item 6 If the class size committee is not able to resolve the class size overload by the agreed upon time, a new class would be formed any time there are four (4) or more students over class size limits in a given classroom, or five (5) or more collectively in any given grade level in a building.

Section C Specialized Staff

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

Section D Clerical Tasks

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

Section E Mandatory Testing

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

ARTICLE 16 SPECIAL STUDENT PROGRAMS

- Item 1 Classroom teachers shall bring to the attention of their principal, students whose special physical, health, learning or adjustment problems make extraordinary or unfair demands on the teacher or on other students. The principal and the teacher shall discuss methods to assist the student. In the event these methods prove unsuccessful, the teacher may refer the student, through the principal, to the interdisciplinary team. The principal will submit the completed referral to the team at the next regularly scheduled team meeting.
- Item 2 The interdisciplinary team will have the responsibility of keeping the teacher informed of the progress of the referral.
- Item 3 When, following the completion of interdisciplinary team consideration and action, it is determined student needs make a referral to the Special Education department appropriate, the team coordinator, under the direction of the principal, will forward that referral, within five (5) days, with all necessary data and signatures, to the appropriate supervisor, unless extenuating circumstances exist. An IEPC meeting will be scheduled, in accordance with the law, when the necessary information is received by the Special Education department. If the referred student is found eligible for Special Education services by the IEPC, the Special Education department shall be responsible to see that the recommendations of the IEPC are carried out, and for placement within prescribed time limits in compliance with the law.
- Item 4 In the event a student is found eligible for Special Education services and is assigned to the regular education program for any part of the school day (i.e., mainstreamed) the following shall occur:
- 4.1 All teachers directly involved with the student shall be made aware of the placement of a mainstreamed student in a regular class at least a week in advance of the placement except when the student is transferring from another district. Schedules for mainstreamed students will be determined cooperatively between regular education and special education teachers subject to administrative review. In the event a teacher perceives the assignment of a mainstreamed student is not meeting the needs of the student, that teacher shall have the right to request a review of the student placement.
 - 4.2 Within five (5) workdays of placing the student in the regular education classroom, the case load teacher will provide: Specific teaching strategies for meeting the needs of the student, modalities of learning appropriate to the

student, behavior strategies effective in working with the student, a list of appropriate support personnel, notice of special health conditions and medications, and any other relevant information which would be helpful in meeting the needs of the student. When requested, this will include classroom observation of the student by the supervisor or designee, and adjustments in the educational program to meet the needs of that student in that situation.

- 4.3 All teachers directly involved with the student will be given access to all pertinent information within the first week of classroom placement and shall be involved in educational decisions about the mainstreamed student.
- 4.4 Mainstreamed students shall count as two (2) in determining building staff allocations.
- 4.5 As nearly as possible, mainstreamed students shall be balanced among teachers and classes in a building; and the special education teacher's load shall be balanced.
- 4.6 Special education teachers shall receive an advance notice of any proposed transfer, into their classrooms, of a student from another program or building. In any such placement, the receiving building principal will consider the appropriateness of placement and outline the necessary conditions of acceptance.
- 4.7 The Board of Education will provide pupil physical management training for center program teachers dealing with students who present special physical management problems. This training will be offered at a time arranged by the Board and will be non-compensable.
- 4.8 No member of the bargaining unit, except a school nurse, teachers assigned in special education center programs and programs where the teacher has applied for the posted position, shall be required to perform any health service for any student. For the purposes of this Item, the term "School Health Service" shall mean any act or function constituting the "Practice of Medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001). No member of the Bargaining unit shall be required to provide any personal health or hygiene care for any student. Health and hygiene services include, but are not limited to, suctioning, catheterization, diapering, or attending to any personal hygiene or medical need(s) of the student(s).

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

- Item 6 The Association will be informed in the event that any request made by the Board for deviation from the established special education code is approved.
- Item 7 In the event that a student referred for Special Education services is determined not eligible for such service, the referring teacher shall receive all pertinent data, suggestions and advice from the Individualized Educational Planning and Placement Committee and from other appropriate supportive personnel on a continuing basis.

ARTICLE 17 STRIKE PROHIBITION

- Item 1 The Association recognizes that strikes by teachers as defined in Section 1 of Public Act 336 of 1947, of Michigan, as amended, are contrary to law. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.
- Item 2 A strike shall be defined to mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment.
- Item 3 In the event of any violation of this Article, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Association. The Association shall advise teachers to return forthwith to their regular duties. The Association shall further take any and all other action, reasonably within its power, to bring the strike to an end. If the Association takes the foregoing steps and has not acted in the violation of this Article, it shall not be liable in any way for such strike.

ARTICLE 18 PAID LEAVE

Section A Leave Days

- Item 1 At the beginning of each school year each teacher shall be credited with eleven (11) days (less two for Leave Bank per Section C, Item 5). Unused leave days shall accumulate to a maximum of thirty (30) days. Sick days accrued prior to January 1, 2014 will be maintained. A teacher's eligibility to accumulate sick days resumes when they fall below the thirty (30) days. Teachers hired after the beginning of the school year shall be entitled to prorate leave days for the remainder of the school year at one (1) day per month of service.
- Item 2 Any teacher not completing the contractual period shall repay the amount owed for leave days advanced under this policy at the rate of one (1) day per month.

Item 3 Teachers working under extended contracts of more than one hundred eighty-five (185) days will be credited with 1/4 extra day for every five (5) days of the extended contract. If teachers work in the same positions to which they are assigned during the regular school year, they may utilize all days in their leave bank for legitimate reasons defined in this Article. If teachers work extended contracts in positions different from their positions during the regular school year, they will be able to use only the number of leave days earned in the extended contract position for the duration of their extended contract.

Item 4 The following shall be legitimate reasons for the teacher to draw on these leave days:

- 4.1 Teacher illness, accidental injury, or disability.
- 4.2 Illness or accidental injury or disability in the immediate household of the teacher if it is necessary for this teacher to attend to the needs of the individual who is ill.
- 4.3 A critical illness or accidental injury in the family of the teacher.
- 4.4 Death in the family of the teacher.
- 4.5 Attend the funeral of persons whose relationship to the teacher warrants such attendance. The teacher shall be allowed to make this determination.
- 4.6 Religious holidays which require absence from work.

Item 5 When unavailable for work, teachers shall be required to make one phone call to notify that they will not report for work, state the reason for the absence, and inform as to their availability to return to work. Upon request, the teacher shall provide from the attending physician certification of the illness; and/or the teacher, upon request, shall certify in writing the illness or death.

Section B Approved/Personal Leave Days

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

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

- 1.2 Up to three (3) days per year shall be available as Personal Leave Days. Notification of the use of a Personal Leave Day shall be made one week in advance, unless an unforeseen emergency situation occurs. Personal leave shall be granted unless a serious school problem will result from the granting of the request. The Association recognizes that administration has the right to limit the use of personal leave days as follows: one (1) teacher per day per building with up to twenty (20) teachers; two (2) teachers per day per building with twenty-one through forty-five (21-45) teachers; three (3) teachers per day per building with forty-six (46+) or more teachers.

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

Section C Leave Bank

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

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

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

Item 4 Compensation while on Leave Bank is limited to no more than ninety (90) days from the beginning of the Sick Leave. Compensation will be paid at the level of 65% of regular pay.

Item 5 The Leave Bank will be sustained thereafter by the donation of two (2) days per PEA member at the beginning of every school year. The two (2) days will be reduced from the accumulated sick leave of each.

Section D Jury Duty

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

Section E Medical Review

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

Section F Military Duty

The Board shall pay a teacher an amount equal to the difference between the compensation received for required military reserve duty and the regular daily rate if the teacher provides documentation that such duty must be performed on regularly scheduled teacher work days. This amount will only be paid for days during the normal school year. It is the intent of the Board to continue to provide at no cost health, dental, and vision insurance for a twelve month period for the family of a teacher called to active military duty from military reserve duty.

ARTICLE 19 UNPAID LEAVE

- Item 1 Leaves of Absence without salary shall be available to teachers as specified. Fringe benefits shall not be provided to a teacher on such a leave but group programs shall be available on a cost basis within the provisions of the insurance carrier. Leave days accumulated prior to the commencement of the leave shall be restored upon the return of the teacher to full-time service in the District.
- Item 2 A specific position in a specific school cannot be guaranteed. A teacher whose leave expires at the end of the school year shall expect to be returned to a position commensurate with training, experience, certification, qualification, and assignment if they have notified the appropriate Personnel Director by May first of availability to return for the following school year. When a leave expires during the school year, every effort shall be made to place the teacher in an appropriate position as soon as a position becomes available, providing the teacher notified the Personnel Office of availability to return sixty (60) calendar days prior to the expiration date of the leave. In the event a teacher refuses to accept a position in the teacher's area of certification, the teacher's leave will be extended ninety (90) calendar days.
- Item 3 Requests for unpaid leave, as provided for in this Article, shall be submitted in writing to the appropriate Personnel Director. Such requests shall be submitted at least thirty (30) calendar days prior to the beginning date of the unpaid leave and shall include beginning date, reason, and ending date. Leaves so requested shall be granted for up to the term of the leave. The Board and Association agree that extenuating factors beyond the control of the teacher may exist to make impossible the thirty (30) calendar days request notice. Exceptions shall be made in situations that include evidence of such factors. A teacher on unpaid leave who desires to extend the leave shall request an extension from the appropriate Personnel Director by May 1st of the current year. The Board shall have the option of granting an

extension. Failure to request an extension by the appropriate date or failure to gain an extension will terminate the leave on its original date. The appropriate Personnel Director shall notify the requesting teacher of approval or disapproval of the leave within thirty (30) days following the request. Requests by a teacher currently on leave for a subsequent leave of a different category shall be considered in the same manner as an extension. A teacher on an extended leave will not accrue seniority during the term of that extension.

- Item 4 A Leave of Absence of up to two (2) years shall be granted to any tenure teacher for the purpose of engaging in a program of study. Upon return from such leave, a teacher shall be granted experience level increment provided approval is granted at the time the leave is approved and the program is reasonably related to professional responsibilities at an accredited college or university.
- Item 5 A military Leave of Absence shall be granted to any teacher inducted or who enlists for military duty in any branch of the United States Armed Forces. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the District during such period, not to exceed four (4) years. Time spent in the military service shall not be credited as probationary time in qualifying for tenure status.
- Item 6 A Leave of Absence of up to two (2) years shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff. No experience credit shall be granted upon return from the leave.
- Item 7 A Leave of Absence up to four (4) years shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the District during such period.
- Item 8 A Leave of Absence of up to three (3) years shall be granted any tenure teacher where family/household responsibility mandates the presence of the teacher in the home. No experience credit shall be granted for the time the teacher is on leave.
- Item 9 A Leave of Absence shall be granted to any tenure teacher to explore a career option. This leave shall be for up to two (2) years to explore an option outside the field of education and for up to one (1) year to explore an option within the field of education. Such leave shall expire at the close of the school year in June. No experience credit shall be granted upon return from the leave.
- Item 10 A teacher who is unable to teach because of personal illness or disability shall be granted a Leave of Absence without pay for the duration of such illness or disability, up to one (1) year. This leave may be renewed each year upon written request by the teacher.
- Item 11 A teacher who must sever the employment relationship to collect offsets of the Long Term Disability Program provided by the Board shall be eligible for reinstatement with full prior status at the beginning of a semester. The teacher

must provide medical verification of ability to perform a normal assignment and sixty (60) calendar days notice of intent to return.

- Item 12 Teachers may request a short term unpaid Leave of Absence. Short term leave shall be limited to a maximum of two (2) weeks, shall not be intended to extend an existing period of time off, shall be limited by the availability of substitute teachers, and shall be limited by the amount of interruption to instruction as determined by the teacher's supervisor and appropriate Personnel Director. Written application stating the reason and the duration shall be submitted no later than fifteen (15) workdays in advance to the teacher's supervisor. The teacher shall be notified of the appropriate Personnel Director's final decision within six (6) workdays of application. Decisions of the appropriate Personnel Director are final.
- Item 13 (Pursuant to 2011 PA 100; MCL 38.112 Article 5 Section 2(1)(2))The Board may grant a leave of absence because of physical or mental disability without receiving a written request from the teacher for a period not to exceed 1 year, subject to renewal at the will of the Board. Any teacher placed on unrequested leave of absence has the right to a hearing pursuant to Section 4 of the Michigan Teachers' Tenure Act. As a condition to reinstating the teacher at the expiration of the leave of absence, the Board may require the teacher to furnish verification acceptable to the Board of the teacher's ability to perform his/her essential job functions.

ARTICLE 20 SABBATICAL LEAVE

- Item 1 Teachers who have been employed by the Board for a period of seven (7) consecutive years are eligible for a Sabbatical Leave for one (1) or two (2) full semesters. This leave is for formal study, research, professional writing, or comparable professional activities which can be related to and show significant improvement in the teacher's performance to the School District.
- Item 2 The teacher shall be paid one half (1/2) of the annual contract amount and all related fringe benefits, except leave days, while on approved sabbatical leave if a written agreement to return to the School District immediately following the leave for a minimum of one (1) year is signed. If the teacher worked less than full-time during the year prior to going on sabbatical, the teacher will be paid one-half (1/2) the contract amount based on the proportion of time worked in the previous year and shall continue to receive the level of benefits provided, except leave days. A teacher shall have no mandatory right to a leave of absence for this year. If the teacher does not return to the School District, the teacher shall repay the School District within two (2) years the amount received during the sabbatical.
- Item 3 On return from Sabbatical Leave, every effort shall be made to place the teacher in the former position or a similar position. Placement on the salary schedule shall be as though the teacher had taught in the School District during the period of the sabbatical.

- Item 4 Eligible teachers may apply to a joint committee of teachers and administrators which shall review the applications. Those applications, which meet the criteria under this Article and established policy, shall be placed in rank order. The sabbatical shall be granted in rank order not to exceed \$10,000. In figuring cost, the Board shall use as a replacement cost, the salary of the teacher on Step 2 (BA) of the current salary schedule.
- Item 5 An unpaid leave shall not be considered as a break in the consecutive year service requirement for a Sabbatical Leave. Such unpaid leave will not be considered as year(s) to be counted toward the seven (7) year eligibility requirement for a Sabbatical Leave.
- Item 6 Applications for Sabbatical Leave shall be filed on prescribed forms with the appropriate official in the Personnel Office. The due date for receipt of the prescribed forms shall be January 15 for leaves beginning with the first semester of the following school year. Applicants are encouraged to file well in advance of the due date. An application for Sabbatical Leave may be filed at any time subject to the following conditions.
- 6.1 Circumstances beyond the control of the applicant make it impossible for the application to be filed by the normal due date.
- 6.2 A written request is submitted directly to the appropriate Personnel Director with a full justification for the application not being submitted by the normal due date.
- 6.3 The dollar limit in Item 4 has not been exceeded.
- Item 7 Final decisions regarding all sabbaticals shall be made by March 15.
- Item 8 Part-time Continuing Education teachers shall be excluded from the provisions of this Article.

ARTICLE 21 SHARED TIME

- Item 1 Two (2) full-time presently employed teachers may voluntarily agree to share one regular position for which both are certified and qualified. Teachers sharing a position will agree to mutually work out an arrangement with their building principal to cover all of the duties and responsibilities inherent in the shared position. Teachers involved agree that this arrangement will be binding for the school year, so that if either partner terminates employment, or is absent for an extended period, the other partner will expand the assignment to full-time.
- Item 2 Teacher salaries will be prorated individually on the basis of student contact time or assigned time in the absence of student contact time. Both partners will be limited to single subscriber health insurance or a like dollar amount applied to increased

family health insurance. Other fringe benefits will apply to both positions. Each partner will receive prorated leave days.

- Item 3 Partners will substitute for each other in short-term absences unless other arrangements are made with the building administrator. For the purposes of this section, a short-term absence is defined as an absence of twenty (20) or fewer consecutive scheduled workdays. The partner will be compensated at the long-term substitute rate. The partner will expand the assignment to full-time if the other partner terminates employment or is absent for a period longer than twenty (20) consecutive scheduled workdays. Partners whose positions become full-time will be compensated at their regular daily rate.
- Item 4 Shared time assignments will be subject to the approval of the appropriate administrator. In cases where this approval is denied, teachers may appeal to the Deputy Superintendent, whose decision will be final. Shared time positions will be subject to annual approval. Requests for shared time positions will be made prior to the opening of the school year.
- Item 5 Full-time Continuing Education teachers requesting a shared time position can only share with a K-12 teacher in a K-12 program.
- Item 6 If a shared time position is dissolved at the end of a school year, the senior member may elect to remain in the position, if available, or may elect to transfer to a vacant position for which the teacher is qualified and more senior than other applicants. The less senior member may elect to remain in the position if the senior member transfers or may elect to transfer to a vacant position for which the teacher is qualified and more senior than other applicants. Unless the shared time arrangement is renewed by the last day of school, the shared time arrangement will be dissolved for the next school year.

ARTICLE 22 ECONOMIC FRINGE BENEFITS

Section A Health Benefits

Item 1 Irrespective of the health insurer the PEA membership chooses, the District's obligation toward the premium will not exceed the agreed upon hard caps of: \$4,000 for Single; \$7,000 for Two Person; and, \$10,000 for Family.

For the 2015-2016 and the 2016-2017 school years the District shall contribute the following additional amounts toward the Employee hard cap amounts: \$200.00 for Single; \$1,100.00 for Two Person; and \$1,450.00 for Family.

The Board shall provide each teacher, upon written application, with health insurance for up to full family coverage. The coverage shall be those benefits available under Options 1, 2, or 3 as listed below.

Irrespective of the health insurer the PEA membership chooses, the District's obligation toward the premium will not exceed the hard caps of: \$4,000 for Single; \$7,000 for Two Person; and \$10,000 for Family.

The District shall contribute the following additional amounts toward the Employee's premium contribution: \$200 for Single; \$1,100 for Two Person; and \$1,450 for Family.

For the first year of this Agreement, the District will contribute an additional \$69.60 toward the employee's premium.

The District will maintain an Internal Revenue Code section 125 payroll deduction plan.

Item 2 The Board shall provide each teacher upon written application with health insurance for up to full family coverage. The coverage shall be those benefits available under Options I, II, or III as listed below.

Option 1: PAK A-MESSA Choices II

In-Network Deductible \$200/\$400

Out-of-Network Deductible \$400/\$800

\$5 Office copay, \$10 Urgent Care copay, \$25 Emergency Room copay
Saver RX

Option 2: MESSA ABC Plan 1

Health Savings Account Available with this plan

In-Network Deductible \$1250/\$2500

Out-of-Network Deductible \$2500/5000

ABC RX

Option 3: MESSA ABC Plan 2

Health Savings Account Available with this plan

In-Network Deductible \$2000/\$4000

Out-of-Network Deductible \$4000/\$8000

ABC RX

MESSA will provide open enrollment period the last two (2) weeks of May.

Section B Dental Benefit

Item 1 The Board shall provide each teacher upon submission of a written application a dental care insurance program which includes 80% payment of basic dental services, 80% prosthodontic services, and 80% orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,200 per year per covered individual. Orthodontic services shall have a lifetime maximum of \$1,200 per eligible individual including adult orthodontic benefits.

- Item 2 The dental plan shall provide for both internal and external coordination of benefits.
- Item 3 Coverage shall be implemented consistent with the carrier's rules and regulations.
- Item 4 Dental Benefit coverage will require a premium share for each employee. The District's obligation shall not exceed \$150,587.

For the 2015-2016 and the 2016-2017 school years the District shall contribute the Employee's share of the Dental Benefit premium.

Section C Life Benefit

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

Section D Long Term Disability Benefit

- Item 1 The Board shall provide a standard long term disability program to teachers who submit a written application. Teachers shall be eligible to apply for long term disability benefits to begin after completion of ninety (90) calendar day waiting period after the last day worked. The plan shall contain the following features:

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

Section E Vision Benefit

- Item 1 The Board shall provide a vision care program to teachers who submit a written application. The coverage shall be those benefits provided by VSP-2. The program will cover services rendered by both participating and nonparticipating providers.

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

Item 3 Vision Benefit coverage will require a premium share for each employee. The District's obligation shall not exceed \$24,824.

For the 2015-2016 and 2016-2017 school years the District shall contribute the Employee's share of the Vision Benefit premium.

Section F Health Insurance Option

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

Option 1:

Item 1 Dental Benefit

1.1 The Board shall provide each teacher upon submission of a written application a dental care insurance program, which includes 100% payment of basic dental services, 90% prosthodontic services and 90% orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,500 per year per covered individual. Orthodontic services shall have a lifetime maximum of \$1,500 per eligible individual including adult orthodontic benefits.

1.2 The dental plan shall provide for both internal and external coordination of benefits.

1.3 Coverage shall be implemented consistent with the carrier's rules and regulations.

Item 2 Life Benefit

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

Item 3 Long Term Disability Benefit

The Board shall provide a standard long-term disability program to teachers who submit a written application. Teachers shall be eligible to apply for long term disability benefits to begin after completion of ninety (90) calendar day waiting period after the last day worked. The plan shall contain the following features:

3.1 Payment of seventy (70%) percent of the teacher's normal gross earnings. The Board will provide disability insurance with monthly wage maximums set

at seventy (70%) percent of the current wage schedule in force at any time during the life of this Agreement.

- 3.2 The amount paid will be reduced by any primary remuneration received during the period from any governmental disability or retirement plans, including social security, Michigan Public School Employee Retirement System and Worker's Disability Compensation. Minimum monthly benefit after offsets of five (5%) percent.
- 3.3 The reduction for social security benefits will be calculated when benefits begin and any later legislative changes will not be used to further reduce the benefit.
- 3.4 The program shall be implemented consistent with the carrier's rules and regulations and applicable state and federal laws.

Item 4 Vision Benefit

The Board shall provide a vision care program to teachers who submit a written application. The coverage shall be those benefits provided by VSP-3. The program will cover services rendered by both participating and non-participating providers. The coverage shall be implemented consistent with the rules and regulations of the carrier.

Option 2:

Item 1 Life Benefit

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

Item 2 Long Term Disability Benefit

The Board shall provide a standard long-term disability program to teachers who submit a written application. Teachers shall be eligible to apply for long term disability benefits to begin after completion of ninety (90) calendar day waiting period after the last day worked. The plan shall contain the following features:

- 2.1 Payment of seventy (70%) percent of the teacher's normal gross earnings. The Board will provide disability insurance with monthly wage maximums set at seventy (70%) percent of the current wage schedule in force at any time during the life of this Agreement.
- 2.2 The amount paid will be reduced by any primary remuneration received during the period from any governmental disability or retirement plans,

including social security, Michigan Public School Employee Retirement System and Worker's Disability Compensation. Minimum monthly benefit after offsets of five (5%) percent.

- 2.3 The reduction for social security benefits will be calculated when benefits begin and any later legislative changes will not be used to further reduce the benefit.
- 2.4 The program shall be implemented consistent with the carrier's rules and regulations and applicable state and federal laws.

Item 3 Deferred Compensation

The Board shall provide the teacher deferred compensation in the amount of \$140.00 per month for each month the teacher does not elect the health benefit. Upon written authorization from the teacher, the deferred compensation shall be remitted to a tax deferred account in a financial institution selected by the teacher from those institutions jointly approved by the Board and the Association.

Section G Tuition Reimbursement

The tuition reimbursement payments as described in Section G shall be suspended during the term of this Agreement.

Item 1 One hundred thirty thousand dollars (\$130,000) shall be appropriated to reimburse teachers for tuition costs for courses taken and successfully completed during the school year under the following conditions:

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

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

Section H Longevity Pay

The payment of longevity pay as described in Section H shall be suspended during the term of this Agreement.

- Item 1 A longevity entitlement of one thousand five hundred dollars (\$1,500) shall be added to the salary of each teacher annually, beginning with the fifteenth (15th) year of consecutive service to the School District and is to be added each year thereafter on a non-accumulative basis.
- Item 2 The longevity entitlement shall be increased to two thousand two hundred fifty Dollars (\$2,250.00) for each teacher annually beginning with the twenty-second (22nd) year of consecutive service to the School District. This two thousand two hundred fifty dollars (\$2,250.00) is to be paid each year thereafter on a non-accumulative basis.
- Item 3 The longevity entitlement shall be increased to three thousand dollars (\$3,000) for each teacher annually beginning with the thirtieth (30th) year of consecutive service to the School District. This three thousand dollars (\$3,000) is to be paid each year thereafter on a non-accumulative basis.
- Item 4 Longevity shall be paid at one-half (1/2) the scheduled rate to teachers who retire at the end of first semester and who qualify for retirement benefits under the State Retirement Plan, and to teachers who leave after the end of first semester but prior to May 1 for the reason of illness self.

Section I Retirement Pay

- Item 1 Elementary and secondary education teachers who retire and who qualify for retirement benefits under the State retirement plan, shall receive pay at the rate at the time of retirement for one-half (1/2) the number of leave days accumulated, not to exceed a total of forty-eight (48) days full pay according to the following schedule:
 - 1.1 First forty (40) days at 50%.
 - 1.2 Next twenty (20) days at 5%.
 - 1.3 Next twenty (20) days at 10%.
 - 1.4 Next twenty (20) days at 15%
 - 1.5 Next twenty (20) days at 20%
 - 1.6 Next twenty (20) days at 25%
 - 1.7 Next twenty (20) days at 30%
 - 1.8 Last twenty (20) days at 35%
- Item 2 Payment for the eligible days will be made via a 403B account as approved by the Employer by January 30 in the academic year following the employee's retirement.

Item 3 If a teacher who has formerly collected retirement benefits is reemployed, the amount of those benefits will be deducted from the teacher's first year salary.

Section J Mileage Reimbursement

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

Section K Benefit Continuation

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

ARTICLE 23 SALARY SCHEDULE

Section A Salary Schedule Procedures

There shall be no assurance of advancement on pay steps ("step-increases") for any bargaining unit member for the term of the Agreement. Members shall not be paid for ten (10) days during each school year of this agreement. The District will add twenty (20) Intersession Days to the 2015-2016 school year. Each bargaining unit member may elect to work the first ten days at his/her per diem rate of pay. Additional days worked shall be compensated at the rate of \$35.00 per hour.

If the 2015-2016 targets are met in the District's Finance and Operating Plan, the District agrees to meet with the PEA no later than January 31, 2016 to explore added compensation for PEA members.

Item 1 Previous teaching experience shall be granted at full credit when placed on the salary schedule to a maximum of seven (7) years for all persons with less than a Master's Degree and eight (8) years for all persons who have a Master's Degree or more. To be counted, previous teaching experience must have been as a full time certified contractual teacher in a public school, private school approved by the North Central Association or a reciprocal accrediting agency, or a fully accredited institution of higher education.

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

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

- Item 4 The Board will no longer apply credits earned prior to the granting of the Master's Degree to the MA + 30 salary track.
- Item 5 Personnel employed after September 1, 1979, where a vocational certificate is required shall be granted credit on the salary schedule equivalent to the number of years of work experience required by the State Board of Education for a vocational certificate.
- Item 6 Experience credit shall be granted on employment for previous active duty service in the armed forces subject to the following limitations:
 - 6.1 The applicant will receive one-half (1/2) credit for each full calendar year of active duty military service.
 - 6.2 The applicant must be employed during four (4) years after the date of discharge. A person who is a member of one of the civilian components of the military establishment will not be considered discharged as long as the teacher is a member of the Ready Standby or Retired Reserve.
- Item 7 Effective September 6, 1978, teachers hired or returning to work on or previous to January 17 shall be advanced a step on the salary schedule the following school year.

Section B

Salary schedule: There shall be no assurance of advancement on pay steps ("step-increases") for any bargaining unit member for the term of this Agreement. Members shall not be paid for ten (10) days during each school year or this agreement. The District will add twenty (20) Intersession Days to the 2015-2016 school year. Each bargaining unit member may elect to work the first ten days at his/her per diem rate of pay. Additional days worked shall be compensated at the rate of \$35.00 per hour.

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SALARY SCHEDULE 2015-2016 / 2016-2017

Steps	B.A.	10 DAY	M.A.	10 DAY	M.A.+30	10 DAY	PhD	10 DAY
1	\$32,907.14	\$31,128.38	\$35,804.85	\$33,869.45	\$37,442.59	\$35,418.67	\$39,164.95	\$37,047.93
2	\$34,766.08	\$32,886.83	\$38,075.15	\$36,017.03	\$39,821.56	\$37,669.04	\$41,653.34	\$39,401.81
3	\$36,736.25	\$34,750.51	\$40,490.34	\$38,301.67	\$42,357.04	\$40,067.47	\$44,305.47	\$41,910.58
4	\$38,828.04	\$36,729.23	\$43,062.07	\$40,734.39	\$45,055.54	\$42,620.11	\$47,128.09	\$44,580.63
5	\$41,009.09	\$38,792.38	\$45,791.60	\$43,316.38	\$47,932.55	\$45,341.60	\$50,137.43	\$47,427.30
6	\$43,338.90	\$40,996.26	\$48,694.50	\$46,062.36	\$50,981.61	\$48,225.85	\$53,326.75	\$50,444.22
7	\$45,786.43	\$43,311.49	\$51,797.88	\$48,997.99	\$54,320.46	\$51,384.22	\$56,819.20	\$53,747.89
8	\$48,439.66	\$45,821.30	\$55,087.56	\$52,109.85	\$57,679.98	\$54,562.14	\$60,333.27	\$57,072.01
9	\$51,180.83	\$48,414.30	\$58,580.34	\$55,413.84	\$61,361.63	\$58,044.79	\$64,184.27	\$60,714.85
10	\$54,078.54	\$51,155.38	\$62,303.38	\$58,935.63	\$65,267.08	\$61,739.13	\$68,269.36	\$64,579.12
11	\$57,144.43	\$54,055.54	\$66,265.76	\$62,683.83	\$69,444.19	\$65,690.45	\$72,662.71	\$68,735.00

Section C Adult Education Salary Schedule

Item 1 2012-2013 Salary Schedule

	<u>0 Year</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>10 Years</u>
Part Time or Non Certified	\$20.37	\$21.99	\$23.73	\$26.06	\$26.98
Full-time & Certified	\$21.10	\$22.78	\$24.58	\$26.77	\$27.81

Item 2 For the purposes of the above items, full-time is defined as twenty-four (24) or more hours regularly scheduled per week. Certified is defined as possessing a valid, current Michigan teaching certificate. One year of experience equals thirty (30) or more weeks for calendar year.

Item 3 Department Heads
Two (2) department heads will be assigned at each elementary building, one assigned to lower elementary grades (kindergarten, first and second grades) and the other to upper elementary grades (third, fourth, and fifth grades). An additional department head shall be assigned when the number of teachers in a department (upper or lower) exceeds ten (10).

Item 4 Special Ed Dept Heads
Special Education department heads will be assigned in elementary buildings where there is six (6) or more special education teachers assigned. A department head will be appointed for the 230-day program at Kennedy.

Section D School Psychologist Salary Schedule

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

ARTICLE 24 SCHEDULE OF EXTRA PAY SERVICES

Section A School Day Extra Hour Pay

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

- 1.1 \$7.50 for temporary or casual assignment.
- 1.2 .056% of scheduled salary assignment beyond five (5) consecutive days.
- 1.3 No school will have more than six (6) teachers with an extra hour-long term assignment, excluding OTC and in junior highs electing to implement a middle school. In middle school programs, the number of teachers assigned six (6) class periods with only one period for preparation shall be equal to the number of teachers assigned to teach electives or non-academic classes.

Section B Athletics

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

Item 2	Senior High Athletics	Percentage Differential	Senior High Athletics	Percentage Differential
	Cross Country	4	Tennis	4
	Head Football	6.5	Head Track	4.5
	Asst. Football	4	Asst. Track	3
	Head Basketball	6.5	Skiing	3
	Asst. Basketball	4	Gymnastics	4.5
	Freshman Basketball	3.5	Equipment Manager	2.5
	Head Swimming	4.5	(All seasons)	3.5
	Asst. Swimming	3	Ticket Manager	4
	Head Wrestling	5	Asst. Athletic Dir.	5
	Asst. Wrestling	3	Cheerleader	5
	Head Baseball	4.5	(one per high school)	
	Asst. Baseball	3	Volleyball	4.5
	Softball	4.5	Asst. Volleyball	3
	Asst. Softball	3	Soccer	4.5
	Golf	4		

Item 3	Junior High Athletics Inter scholastic	Percentage Differential	Junior High Athletics Inter scholastic	Percentage Differential
	Head Football	3	Head Wrestling	3
	Asst. Football	2	Asst. Wrestling	2
	Head Basketball	3	Softball	2.5
	Asst. Basketball	2	Volleyball	2.5
	Head Track	3	Gymnastics	2.5
	Asst. Track	2	Soccer – 6 th grade	1.25
			Soccer – 7/8 th grade	2

Section C Department Headships

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

Yrs. Exp. Dept. Head	Number of Classes				
	6-20	21-35	36-50	51-65	66+
1	1.5%	2%	2.5%	3%	3.5%
2	1.75%	2.25%	2.75%	6.5%	3.75%
1.5	2%	2.5%	3%	3.5%	4%

Item 2 Psychological, Teachers of Speech and Language Impaired, School Social Work and Teacher Consultant Department Heads shall be reimbursed at 2.5 percent of the annual salary, not including any extra pay differentials above the teachers' base schedule for the person in the position.

Item 3 Department heads at the elementary schools, in the Continuing Education department, and at VOCARE and Wisner shall be reimbursed at 2.5 percent of the BA minimum salary.

- 3.1 Two (2) department heads will be assigned at each elementary building, one assigned to lower elementary grades (kindergarten, first and second grades) and the other to upper elementary grades (third, fourth, and fifth grades). An additional department head shall be assigned when the number of teachers in a department (upper or lower) exceeds ten (10).
- 3.2 The Continuing Education department will assign department heads in the following areas: mathematics, English, science, social studies, ABE, ABE-ESL, career advisors, and vocational education.
- 3.3 Special Education department heads will be assigned in elementary buildings where there are six (6) or more special education teachers assigned. A department head will be appointed for the 230-day program at Kennedy.

Section D Secondary Speech, Drama, and Publications

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

Item 2	Senior High Speech, Drama, and Publications	Percentage Differential
	Drama Coach (one major and two minor productions)	4
	Debate Coach	2.75

Yearbook Director	3.5
Newspaper Director (min. of 10 issues)	3
Literary	2.25

Item 3	<u>Junior High School Speech, and Publications</u>	<u>Percentage Differential</u>
	Drama Coach (each production)	1
	Yearbook Director	1.5
	Newspaper Director (min. of 5 issues)	1

Section E Secondary School Vocal Music Teachers

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

	<u>Percentage Differential</u>
Senior High School	3.5
Junior High School	2.5
Elementary	1.5
Head Musical	1.5
Ast. Musical	.75
Art	.5

Section F Instrumental Music Teachers

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

	<u>Percentage Differential</u>
Senior High Band	5.25
Asst. Senior High (two semesters)	2.5
Junior High Band	3.5
Senior High Orchestra	3.5
Junior High Orchestra	3.5
Junior-Senior High Orchestra	4.5
Elementary	1.5

Section G Safety Patrol-Service Squad

Teachers responsible for either of these two activities shall be reimbursed at the rate of two (1) percent of the BA minimum per squad.

Section H Vocational Teachers

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

1.1 Teachers of preparatory Vocational-Technical Courses for full-time students shall have a minimum of two (2) years experience in the occupational area concerned except in the case of trade teachers who shall have three (3) years of such experience.

1.2 Teacher-Coordinators of Cooperative Education Programs shall have a minimum of two (2) years of occupational experience in the occupational area concerned.

1.3 Vocational teachers who have a Master's Degree and vocational certification shall qualify on the salary schedule at the Master's Degree + 30 training level. Vocational teachers who have a Bachelor's Degree and vocational certificate shall qualify on the salary schedule at the Master's Degree training level. No teacher can be reduced in training level because of this paragraph.

1.4 The above regulations apply only to vocational teachers who work under the State Plan for Vocational Education which is reimbursed from State and Federal funds and teaching forty (40%) percent of their time or a minimum of two (2) hours out of five (5) hours under the present State Plan for reimbursement.

1.5 Home Economics teachers teaching in wage-earning occupations will be included in the policy stated above. Home Economics teachers working in Smith-Hughes, George Barden programs, will receive one hundred dollars (\$100.00) in addition to their base salary if they hold a valid vocational certificate (provisional or permanent), but will not be included in the policy stated above.

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

Section I Extended Contract Pay

Teachers, who work extended weeks and carry the same duties and responsibilities in the period of the extension which are carried during the term of the regular

contract, shall be paid at 50% of their regular salary rate for the period of time which extends beyond the terms of the regular contract.

Section J In-Service Education and Curriculum Development Rates

- Item 1 The rate for teachers in Professional Development shall be \$28 / hour.
- Item 2 Curriculum development activities shall be paid at an hourly rate based on 50% of the summer school schedule at MA Step 3.
- Item 3 An in-service or curriculum development day is defined as a seven and one-half (7 1/2) hour period including a half hour lunch period.
- Item 4 Teachers who serve as instructors at in-service workshops will be paid one quarter day for preparation in addition to the in-service rate for each day they serve as instructors.
- Item 5 In-service and curriculum development activities are defined to be above and beyond the regular work day or work year.

Section K Extra Curricular Activities

- Item 1 After school, evening and weekend activities shall be reimbursed at \$5.00 per authorized hour. Each elementary building shall be allocated fifty (50) hours, each junior high/middle school and Perdue Center one hundred (100) hours, and each senior high school four hundred (400) hours to be used for activities approved by the principal and the coordinating council.
- Item 2 The Board and the Association encourage teachers to volunteer, without pay, their time for student activities. The Board will make facilities available to teachers who volunteer their time for these activities.

Section L Deviations

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

Section M Summer School Rates

Teachers in a summer school program shall be paid at the following rates:

2011-2013

Step	Less than BA	BA	MA	MA+30
1	\$21.89	\$22.63	\$24.45	\$25.59
2	\$22.92	\$23.70	\$25.53	\$26.67
3	\$23.70	\$24.64	\$26.45	\$27.63
4		\$25.88	\$27.63	\$28.79
5		\$27.41	\$29.23	\$30.18

Each year, thereafter, these rates shall be increased by the same percentage as the increase in the MA maximum.

ARTICLE 25 MATTERS NOT COVERED BY THE AGREEMENT

- Item 1 This Agreement incorporates the entire understanding of the parties on all issues which have been the subject of negotiation. During the terms of this Agreement, neither party shall be required to negotiate on any matter except wherein the Agreement specifically provides for the reopening of items for negotiation.
- Item 2 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. Any individual contract, hereafter executed, shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- Item 3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- Item 4 The PEA and District recognize that State law requires that if appointed, an emergency manager pursuant to the Local Government and School District Accountability Act ("Act"), may reject, modify, or terminate this collective bargaining agreement as provided in the Act.
- Item 5 Academic/Enrollment Incentives:
 - A. Teachers will receive a 2% increase in pay if 90% student achievement is met district wide on State assessment.
 - B. When the School District of the City of Pontiac enrollment realizes a 2,000 student increase from the October 2013 student count, a 2% salary increase will be triggered.

ARTICLE 26 AGREEMENT DURATION

This agreement shall be in effect as of July 1, 2015 and shall continue in effect until June 30, 2017.

PONTIAC BOARD OF EDUCATION

Date _____

By _____
President

By _____
Secretary

PONTIAC EDUCATION ASSOCIATION

Date _____

By _____
President

By _____
Secretary

Exhibit A Instructional Materials

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

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

Exhibit B Elementary Department Heads Job Description

September 13, 1988

Elementary Department Heads

Report To: Building Principal

Job Description

1. Provide support for curriculum.
2. Through the coordinating council and acting as resource/support person, D.H. will schedule grade level meetings.
3. Organize and share curriculum information with teachers.
4. Attend meetings with the curriculum consultants/curriculum division and building coordinating council.
5. As needed - consult with the principal regarding curriculum concerns.
6. Coordinate distribution of curriculum materials.
7. Assist with locating requested materials.
8. Survey teaching staff at end of year for needed materials to be ordered for the following year.
9. Provide assistance to the principal and teachers in coordinating the testing program within the building.
10. Assist with other instructional/curricular activities as determined by the building Coordinating Council.
11. No classes are to be canceled to allow the D.H. to pursue the above functions. Substitutes may be hired to relieve the D.H. from his/her teaching responsibilities as long as it does not create a substitute override requiring the substitute office to go to the emergency substitute list.

At the conclusion of the 1989-90 school year, there will be a joint (Association/Administrative) review of the Elementary Department Head position and recommendations/revisions regarding D.H. description will be made.

Exhibit C Evaluation Procedures for Coaches

DEPARTMENT OF ATHLETICS

1. The appropriate Supervisor of Athletics shall evaluate all head coaches each year. Other coaches should be evaluated at least every third year. The principal may provide information pertaining to a coach's evaluation.
2. Each coach will receive a copy of the evaluation procedure at the time of signing the coach's contract.
3. The coach's evaluation shall be presented to the coach at a meeting scheduled at least five (5) days in advance. This meeting shall take place within thirty (30) days of the last scheduled contest of the coach's season. This timeline may be extended by mutual agreement.
4. When the building principal is to be included in the evaluation meeting, the Supervisor of Athletics shall receive one-day advance notice.
5. When a union representative is to be included in the evaluation meeting, the Supervisor of Athletics shall receive one-day advance notice.
6. At mid-season the appropriate Supervisor of Athletics will meet with each coach to review the coach's progress toward meeting the evaluation criteria.
7. The administration does reserve the right to remove and dismiss a coach immediately or at the end of the season for behavior outside the MHSAA Code of Conduct.
8. If a coach receives an overall unsatisfactory evaluation based on the District's evaluation process, the coach's contract will not be renewed.
9. Coaches shall be given the opportunity to offer rebuttal, clarification or explanation of any comments contained in the written evaluation or made during the evaluation meeting. Coaches may add a written response to any evaluation.
10. All evaluations will be placed in the employee's personnel file within sixty (60) days after completion.

This procedure will remain in effect until modified by the Board and the Association.

LETTER OF UNDERSTANDING SCHOOL DISTRICT
OF THE CITY OF PONTIAC
AND
PONTIAC EDUCATION ASSOCIATION, MEA/NEA

1. This letter of understanding is being executed contemporaneously with the execution of the Parties' collective bargaining agreement, and will be attached to that collective bargaining agreement.
2. The School District of the City of Pontiac ("District") and the Pontiac Education Association, MEA/NEA ("Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, the provisions of the Parties' collective bargaining agreement identified below are not enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher's Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Teacher's Tenure Act. The provisions stated below shall be in a different color font and an introductory statement shall indicate that the provisions apply only to bargaining unit members that are not subject to the Teachers' Tenure Act.

Should a voter referendum annul any provision of the Act, court or administrative agency of competent jurisdiction issue a decision that all or part of PA 103 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable due to the portion of PA 103 affected by the decision of the court or administrative agency shall immediately be modified and/or reinstated into the Agreement, as appropriate, subject to further decisions of courts or administrative agencies of competent jurisdiction.

In the event that the Parties are unable to agree upon the impact of such Court decision or legislative amendments, then the Parties may initiate whatever legal action they deem appropriate under all of the facts and circumstances, to clarify and enforce such rulings or amendments. Those provisions are:

- a. Article 9
 - b. Article 10, Section B, Item 1, Item 2
 - c. Article 10, Section C
 - d. Article 10, Section D, Item 2 (first sentence)
3. In addition, the Parties do not agree as to whether a number of additional provisions of the collective bargaining agreement are enforceable as a result of that section of PA 103 that makes the following a prohibited subject of bargaining: "Any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit." The Parties have identified some of the disputed provisions. They are in different color font in the Agreement and

are found in Articles: 5 Professional Qualifications and Assignments; 6 Vacancies and Transfers; 8 Professional Improvement; 12 Student Discipline and Teacher Protection; 19 Unpaid Leave. Neither party is waiving its right to contend that such provisions either are or are not enforceable as a result of PA 103.

4. There may be additional provisions of the Agreement that conflict with or are inconsistent with the Revised School Code, the Michigan Teachers' Tenure Act, or the Public Employment Relations Act, those statutes will prevail and the inconsistent or conflicting provisions of the Agreement will not be followed or enforceable.
5. The Association agrees that all grievances that occur after the ratification of this Agreement shall be submitted to a state appointed mediator for resolution prior to being submitted to arbitration.
6. The Parties agree that this Letter of Understanding expires on June 30, 2013. Additionally, the provisions in the Agreement that are in different color font shall be stricken from the Agreement upon its expiration on June 30, 2013, unless they are mandatory subjects of bargaining.
7. The Parties agree to work collaboratively to explore additional cost reduction measures that can be implemented to reduce the District's structural budget deficit.

Pontiac Education Association:

Pontiac School District:

Amie McKenna, President
Dan McCarthy
Mary Jane Riley
Bob Johnson
Michael McKens
Jillian Sisko
And M. Alababand

[Signature]
Bob Johnson

→

Letter of Agreement
Split Classrooms Grades 3/4

1. The School District of the City of Pontiac and the Pontiac Education Association agree that, effective with the 1997-98 school year and for the duration of this Master Agreement, the class size maximum in an elementary class combining both students from grade three and students from grade four shall not exceed twenty five (25) students. Should all other third grade and fourth grade classrooms in the same building be at the maximum class sizes for those grades, then the class size maximum for the combined third/fourth grade class shall not exceed twenty-eight (28) students.

2. The parties agree further that in an elementary program, such as that in LeBaron Elementary School during the 1996-97 school year, where there has been a voluntary decision by staff to group elementary students in multi-age instruction, that the District shall continue to staff pursuant to the contractual class size maxima, but that such a multi-age group of third and fourth grade students shall not be subject to the class size maximum stated in Item 1, above.

PONTIAC BOARD OF EDUCATION

By _____ Date ____/____/____

PONTIAC EDUCATION ASSOCIATION

By _____ Date ____/____/____

Letter of Agreement
Curriculum Council

The parties agree to the following:

1. The membership of the Curriculum Council will be mutually agreed upon by both parties.
2. PEA will appoint teachers to the council.
3. The Curriculum Council will be a collaborative, decision-making body that will review and make recommendations concerning the curriculum and its implementation. These recommendations should be based on goals and tasks consistent with applicable state and federal laws, Board policy and District goals.
4. The District and the Association are committed to the concept of Mastery Learning. They will work together to in-service all staff on this concept. Issues of mutual concern will be taken to the curriculum council.
5. The Curriculum Council shall meet, at a minimum, eight (8) times during the school year. Meetings of the Council shall be scheduled in such a way as to minimize impact on student instruction. Meetings of the Council will be scheduled monthly, with the first meeting scheduled during the month of October. Meeting times will alternate between day and evening hours.

PONTIAC BOARD OF EDUCATION

By _____ Date ____/____/____

PONTIAC EDUCATION ASSOCIATION

By _____ Date ____/____/____

Letter of Agreement

School Improvement Planning (SIP)/Modified Site-Based Decision-Making

The parties agree to meet prior to October 1, to do the following:

1. Establish an understanding of timelines, processes and decision-making related to SIP.
2. Develop guidelines for focusing on the implementation of SIP rather than on the appearance, format, etc. of the plans.
3. Determine the composition and role of "peer review" committees.
4. Develop a common understanding of building budgets (timelines, guidelines and rules for spending).

PONTIAC BOARD OF EDUCATION

By _____

Date ____/____/____

PONTIAC EDUCATION ASSOCIATION

By _____

Date ____/____/____

PONTIAC BOARD OF EDUCATION

By _____

Date _____

PONTIAC EDUCATION ASSOCIATION

By _____

Date _____