

MASTER AGREEMENT

between the

**DAVISON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

**DAVISON EDUCATION ASSOCIATION
MEA-NEA**

2011/2012

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

THIS AGREEMENT is entered into this 27th day of April 2011, effective the 30th day of June 2011, by and between the Board of Education of Davison Community Schools, Davison, Michigan, hereinafter called the "Board" or "District" and the Davison Education Association MEA/NEA, an affiliate of the Michigan and National Education Associations hereinafter called the "Association."

WITNESSETH

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

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

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

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

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

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

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, in accordance with Section eleven (11) of Act 379, Public Acts of 1965, for all professional personnel, (including personnel on tenure, probation, classroom teachers, learning disability consultants, guidance counselors, librarians, school psychologists, social workers, speech and hearing therapists, school nurses employed or to be employed by the Board) whether under contract, on leave, or on a per diem basis.

Excluded shall be Superintendent, Assistant Superintendent, principals, assistant principals, Business Manager, Curriculum Director, Director of Special Education, Athletic Director, Director of Guidance Services, paraprofessionals, office and clerical employees, day-to-day substitutes, all temporary employees, and other positions which are supervisory within the meaning of the Public Employment Relations Act.

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

The term "Superintendent" when used hereinafter in this agreement shall refer to the Superintendent or his/her designee.

A bargaining unit member who is not eligible for tenure shall be treated under the same processes/timelines of this contract as the probationary/tenure teacher, whichever is applicable under the definitions of the Tenure Act.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. Any individual contract of employment shall be subject to and consistent with the terms and conditions of this Agreement.
- D. All members of the bargaining unit shall either maintain Association membership during the term of the contract or shall pay a legally permissible amount as specified by the Association as a service fee, the amount of which shall have been properly established in accordance with the law.
1. Dues shall be paid directly to the DEA Treasurer or by payroll deduction authorized by the teacher within thirty (30) days of the commencement of the school year or of employment. The DEA Treasurer will notify the District each fall of the amount to be deducted for each person, as well as anyone who pays directly to the Treasurer.

2. If a teacher fails to sign the appropriate membership forms and starts paying dues within thirty (30) days, then the parties recognize that such failure to do so shall be reasonable and just cause for the payment of the service fees according to the following process:
 - a. The DEA shall notify the teacher and the MEA of non-compliance by certified mail, return receipt requested. Said notice shall detail the noncompliance. The MEA shall contact the member and provide the process for payment of such fees as outlined in the procedure set forth by MEA.
 - b. If the teacher fails to comply with the process, the DEA shall indicate in writing to the Board the need for involuntary payroll deduction of service fees. A copy of the notice of non-compliance sent to the teacher and the proof of service thereof shall be attached to said notice to the Board.
 - c. The Board shall deduct any delinquent service fees upon notice of noncompliance and proof of service from the DEA. The involuntary payroll deduction of service fees shall be deducted over the remainder of the school year.

Should payment of service fees as provided in Section D be found contrary to law by an administrative tribunal or court of competent jurisdiction, the parties shall meet to discuss the issue as provided under Article XIV.

3. Should any member choose to change his/her status from member to service fee payer, he/she must provide notice to the MEA in writing during the month of August.
4. The Association will protect and save harmless the Board and each member thereof from any and all claims, demands, suits, costs and other forms of liability, including attorney fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the sections of this Article subject to the following conditions:
 - a. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
 - b. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of any section hereof, or the expense which may be assessed against the Board by any court or tribunal.

- c. The Association shall have the right to compromise or settle any claim made against the Board under this section after consultation with the Board.
- d. The Board shall comply with all advice of counsel as selected by the Association.

ARTICLE II - BOARD RIGHTS

- A. The Board, on its behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The exercise of the powers, rights and authorities by the employer, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the United States.
- C. Nothing in this Article is intended to limit any other rights of the Board not expressly included in this Article, where the exercise of such rights is not in conflict with any other provisions of this Agreement.
- D. One (1) copy of the handbook of current Board Policy shall continue to be available in each building teachers' lounge and one copy shall be assigned to the Association President. Changes thereafter shall be posted on the Association bulletin board in each building within ten (10) days of adoption with a copy sent to the Association President.
- E. Existing building policies shall be put in writing and shall be distributed in each building to all teachers at the beginning of each year. Changes made after distribution of written policies each year shall be distributed immediately to the teachers in the affected building.
- F. It is the policy of the Davison Community Schools District that no person shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination as defined by law or the official policies of the Board, in employment or any of its programs or activities.

ARTICLE III - TEACHER AND ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the recognized bargaining unit shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising government power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or any other teacher organization, his/her participation in any activities of the Association or of any other teacher organization, his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.
- B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association or any other teacher organization either on or off school premises. Bulletin boards and other established media of communication shall be made available for the use of the Association and its members, in an area not frequented by students. Such use will be appropriate and professional in nature.
- C. The Association and its members shall have the right, upon previous notification to the building principal, to use available school facilities for meetings between the close of school and 10:00 p.m. provided such school buildings have night custodial personnel. Meetings whose activities may exceed the 10:00 p.m. limit may also be arranged for by previous notification to the building principal.
- D. The Board agrees to furnish, without cost, to the Association in response to reasonable requests, all information in the format available concerning the financial resources of the District and other such reasonably available information as will assist the Association in negotiations and implementation of this Agreement and in the processing of any grievance.
- E. The Board will continue to provide for inservice workshops for all teaching staff on a released-time basis. The Board and Association, through the Professional Development Policy Board, composed of at least 50% teachers, will cooperate in planning of those inservice sessions for staff on a released-time basis which are scheduled in the annual calendars which accompany this Agreement. The Professional Development Policy Board shall make its recommendations to the appropriate administrator. If the administrator declines to approve a program recommended by the committee, he/she shall give reasons to the committee in writing.

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

- F. The Board agrees to provide released time for the president, other officers, and committee chairs of the Association, as deemed necessary by the Association. There shall be no deduction from salaries, provided that the Association shall pay for the cost of any necessary substitutes. No released time shall be granted unless the Association notified the building principal's office in writing forty-eight (48) hours in advance of the proposed absences. Whenever meetings of mutual benefit to the Board and the Association are called by the Superintendent, the Superintendent may, at his/her discretion, schedule such meetings during the normal school day, and the Board shall pay the cost of released time for the Association representatives requested to attend.
- G. The Board agrees to provide for the Association the use of school equipment and facilities for the duplication of printed materials provided such use does not interfere with or interrupt normal school operations. The Association agrees to assume the cost of repair to school equipment if damaged while in use for Association business. The Association shall furnish its own materials for such purposes and shall not use school materials.
- H. The Board agrees to reasonable payroll deductions as requested by the Association which shall include, but not be limited to:
 - 1. Davison Education Association Dues or representation fee
 - 2. Flint Area School Employees Credit Union
 - 3. United Fund
 - 4. Savings Bonds
 - 5. Tax Deferred Annuities
 - 6. MESSA and MEFSA programs
 - 7. Horace Mann
 - 8. Davison Educational Foundation
- I. The Board agrees to forward to the Association President an agenda and minutes of each school board meeting at the time each are distributed to the school board members.
- J. The representative of the Board will review with the Association designated representatives any millage or bond issue proposals prior to final action by the Board.
- K. Building principals will discuss ordering procedures with teachers in advance of the ordering deadlines.

- L. By November 1 of each year, the Board shall furnish each teacher with information regarding Schedule A (salary, step and degree level), longevity rate, professional hourly rate, and daily (per diem) rate.
- M. Duly authorized representatives of the Association, as specified in writing to the building principal at the beginning of each school year, shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Any Association representative from outside the building must inform office personnel (if available) upon entering the building.
- N. The Association and the Board shall negotiate the annual school calendar to the extent allowed by law.
- O. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such cases, the parties agree to meet to renegotiate the provision(s) within thirty (30) days.
- P. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The teacher, however, shall agree to govern his/her private and personal life, insofar as it affects his/her teaching position, by the principles and provisions of the basic code of professional ethics as recognized by the Association.

ARTICLE IV - PROFESSIONAL COMPENSATION AND REIMBURSEMENT

- A. 1. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Appendix A is subject to the provision of Article VIII.K regarding unemployment compensation.
- 2. Salary differentials of teachers covered by this Agreement are in Appendix B which is attached to and incorporated in this Agreement.
- 3. The salaries and salary differentials set forth in Appendices A and B shall remain in effect during the term of this Agreement.
- B. 1. a. For driver education, summer school, extended day class, and for summer curriculum and related committee work, the teacher shall be entitled to appropriate additional professional compensation as set forth in Appendix A which is attached to and incorporated into this Agreement. (See D below for the rate for other professional work.)
- b. The professional hourly rate of any teacher shall be determined by the following formula: Divide the employee's Schedule A salary by 1,480 hours (185 days x 8 hours) which will yield the employee's professional hourly rate.
- c. The daily (per diem) rate of any teacher shall be determined by the following formula: divide the employee's Schedule A salary by 185 days which will yield the employee's daily (per diem) rate.
- d. The hourly "per diem rate" for purposes defined in Article V.D.3 shall be determined by the following formula: Divide the teacher's per diem rate by six (6).
- e. The docking of pay for regular teaching shall be computed on the basis of the formula above. The docking of pay of driver education, summer school, and extended day teachers and summer curriculum and related committee work shall be on the basis of their hourly rate as set forth in Appendix A.
- C. Cancellation and Rescheduling of School - cancellation and rescheduling of school shall be according to the following:
 - 1. The Board and the Association shall meet to reschedule any days and/or hours lost which cannot be counted for full State Aid and/or to satisfy all legal and Department of Education requirements. If no agreement is reached, the days/hours will be added to the end of the school year. The rescheduling of such days/hours shall not entitle employees to any other additional compensation over their contractual salaries.

2. In any instance where classes are canceled, either for the entire District or for an individual building, for reasons such as, but not limited to, inclement weather, fires, epidemics, mechanical breakdowns, health conditions, or other conditions beyond the control of the Board, teachers shall be dismissed after the students leave as soon as supervision of students is complete. (See Article VI.E)

If school is canceled after the teachers' normal report time, but prior to the student start time, teachers shall be paid at their prorated professional hourly rate for all time worked prior to cancellation. This additional time shall not be considered part of the teachers' duty days.

If school is canceled after the commencement of classes, no make-up time will be scheduled if the District has met the State Aid time requirements.

District scheduled professional development days/hours missed will be made up at the end of the school year unless mutually agreed otherwise and without additional compensation.

If other non-instructional days/hours are canceled, such time missed will be made up. However, the first teacher workday and records times will not be made up. Teachers will still be required to complete all responsibilities in a timely manner.

3. When student days are delayed due to weather or other emergency situations, teachers will report at least fifteen (15) minutes before the opening of the students' rescheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day.
 4. Any decision to cancel days or portions of days, or delay the starting time, shall not be grievable.
 5. Bargaining unit members shall be excused from reporting to duty without loss of pay on hours/days when school is closed for reasons identified in Article IV.C.2.
- D. The teacher shall also be paid his/her established hourly rate, in addition to his/her base salary (Appendix A rate), for any other extension of professional duties beyond the normal teaching hours and the normal school year, except for professional development required for new teachers by the state and the new teacher orientation day.

Teachers shall be paid at their hourly rates for substitution during a planning period for any other teacher who is absent from his/her classroom. Although it is discouraged as customary practice, because of its adverse effect upon the teaching-learning situation,

it is recognized that there may be emergency situations when a substitute teacher cannot be obtained for an elementary classroom and the absent teacher's classroom of children might conceivably have to be divided among several teachers.

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

- E. All adjustments to salary as a result of additional training shall be effective at the beginning of the semester following the date on which courses are successfully completed and upon presentation of appropriate credentials. Should credentials arrive after the beginning of the semester following the date on which such courses were successfully completed, payment shall be retroactive to the start of the semester in which the credentials were received in the personnel office.
- F. Any teacher using his/her personal automobile in the performance of school-connected activities shall be paid a mileage rate according to current Board policy. Itinerant teachers shall also receive the same mileage for miles driven to and from the various teaching stations, but they shall not receive mileage to the first building in which they work nor home from the last building in which they work each day.
- G. Teachers may be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration. The Board shall pay the reasonable expenses including fees, meals, lodging, and transportation upon presentation of receipts for same (excluding mileage) incurred during the attendance of such meeting with the advance approval of the building principal.
- H. In each elementary building that has only one administrator, the building administrator shall, at the beginning of each semester, designate a head teacher who shall be authorized to act for the administrator when such administrator is absent from the building. The teacher appointed must provide in writing his/her acceptance of appointment. The name of the head teacher and his/her duties and responsibilities as specified by the principal shall be provided in writing to the staff. The Board shall obtain insurance coverage specifically covering the teacher acting in an administrative capacity during the absence of the administrator. The administrator will provide, when possible, advance notification of absence. Head teacher(s) may not evaluate or discipline teachers. No teacher other than the head teacher shall be required to fill in for the building principal during his/her absence. The position shall not be considered a staff vacancy for the purpose of selection. Compensation per semester shall be listed in Appendix B-1.

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

- I. The Board may establish chairpersons for the departments in the Middle and Senior High Schools. Vacancies in such positions shall be posted pursuant to the provisions of Article VII of this Agreement. Applicants shall be considered by members of the departments involved and a recommendation stating their choice shall be forwarded to the immediate supervisor. After consideration of said recommendation, the immediate supervisor shall make the final decision as to the selection of the department chairperson. Not less than every two years each department in secondary schools shall consult with the building principal regarding the effectiveness of said department and make recommendations for improvement.

The Board may create other permanent and/or ad hoc K-12 instructional leadership positions. Examples of these instructional leadership positions might be Coordinators and Project Team Leaders.

The pay and any released time for the positions set forth in this section shall be initially set by the Board and subject to further negotiations.

Positions created under this section shall be posted and shall include qualifications and general job duties.

- J. In the event a teacher receives unemployment compensation benefits (which as used herein also includes "under-employment benefits") during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.

ARTICLE V - TEACHER DAY

- A. As used in this Agreement, the following definitions shall apply:
1. The term “Lunch” means duty-free time.
 2. The term “Duty” means time during the contractual teacher day when teachers are expected to be engaged in fulfilling their professional responsibilities and are accountable to the Administration.
 3. The term “Planning Time” means duty time free from the supervision of students.
 4. The term “Duty-Free Time” means time during the contractual teacher day when teachers are not expected to be engaged in fulfilling their professional responsibilities and are not accountable to the Administration.
 5. The term “Records Time” means duty time at the end of each marking period which is to be used for the purpose of records and related professional duties and is free from the supervision of students and free from scheduled meetings or other building activities.
- B. 1. High School and Alternative High School Teacher Day: The high school and alternative high school regular teacher day shall be seven (7) hours and thirty-one (31) minutes. The teacher half day shall be three (3) hours and forty (40) minutes with no duty-free lunch. Teachers are to be in their building fifteen (15) minutes and in their classroom ten (10) minutes prior to the start of class (except on delayed start days) and remain in the classroom five (5) minutes after students leave. Such time will not be included in the calculation of planning time.
2. Middle School and Hahn Intermediate School Teacher Day: The middle school (7-8) and Hahn Intermediate School (5-6) teacher day shall be seven (7) hours and six (6) minutes. The teacher half day shall be three (3) hours and fifteen (15) minutes with no duty-free lunch. Teachers are to be in their buildings fifteen (15) minutes and in the classroom ten (10) minutes prior to the start of class, and remain in the classroom nine (9) minutes after students leave. As a general rule, teachers are expected to stay until after regular buses have left the school area. Such time will not be included in the calculation of planning time.
3. Elementary (K-4) Teacher Day: The elementary K-4 teacher day shall be seven (7) hours and ten (10) minutes. The teacher half day shall be three (3) hours and thirty-five (35) minutes with no duty-free lunch. Teachers are to be in their buildings fifteen (15) minutes and in their classrooms ten (10) minutes prior to the start of class, and remain in the classroom five (5) minutes after students leave. Such time will not be included in the calculation of planning time.

Due to the transportation schedules, up to fifteen (15) minutes of duty-free time may be added to the teacher day at Gates and Siple. If this occurs, the duty-free time will be contiguous with the teacher lunch period. If, during the life of this Agreement transportation scheduling changes and allows for the reduction of the day at Gates and Siple, the teacher day for Gates and Siple will be shortened to no less than seven (7) hours and ten (10) minutes with duty free time adjusted accordingly.

4. Teachers will be required to conduct reasonable professional duties which shall include but not be limited to supervision of students within their respective classroom areas. It is the responsibility of teachers to be available to students for discussing make-up work and giving make-up assignments/tests. Teachers shall not give make-up tests and assignments during times when students are in other teachers' classes.
 5. Teachers taking after-school college courses shall notify their immediate supervisor, in advance, as to the days of class sessions and the duration of said courses, and certain exceptions may be made to allow such teachers to leave earlier.
- C. The Board recognizes the principle of a standard forty-hour (40) work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week and work year. The Board will not require teachers regularly to work in excess of such standard work week or work year within, or outside of any school building.
- D. 1. Teachers may be required to remain after or arrive before their regular school hours, without additional compensation, to attend meetings called by the building principal or other District Administrator. Meetings shall average no more than eighty (80) minutes per month. Meetings shall not exceed forty (40) minutes. Meetings shall be called on an average of two (2) each month, not to exceed three (3) in any one month. To the extent possible, memoranda will be utilized to shorten the content and time of such staff meeting. Teachers shall receive an agenda for each meeting at least one week in advance.
2. Teachers will be responsible for completing thirty (30) hours of District planned professional development each year. This thirty (30) hours will consist of twelve (12) hours during work days for no additional pay, and eighteen (18) hours as defined in Article V.D.3. Teachers who are absent during scheduled professional development will be required to make up the time outside of the teacher work day.
 3. All teachers except high school and alternative high school teachers will participate in eighteen (18) hours of professional development each year that will be scheduled as one (1) hour sessions unless mutually agreed upon by the Superintendent and DEA President or their designee(s). These sessions will take

place within a reasonable time prior to or following the teacher work day. Dates and times to be determined by the building Principal with input from the staff. Notice of such meetings shall be given not less than two (2) weeks prior to the meeting. For high school and alternative high school teachers, these eighteen (18) hours shall be included within the regular daily schedule on delayed start days. All teachers will be paid for these professional development hours at a rate equal to their per diem rate, as defined in Article IV.B.1.d.

4. All teachers will participate in six (6) hours of District planned professional development prior to the first school day each year with no additional compensation.
5. All teachers will participate in three (3) hours of professional development on the teacher work days at the end of the first and third marking periods (for a total of six (6) hours) with no additional compensation.
6. The teacher work days at the end of the first and third marking periods will each consist of a morning professional development session (three (3) hours) and afternoon records time. Teachers will be allowed to leave their building in the afternoon on these days but will be responsible for completing all professional duties regarding records. Teachers will be allowed to complete 1st semester records from home.
7. Teachers may be required to attend not more than five (5) evening meetings during the school year. Parent-teacher conferences are not considered evening meetings. Notice of such meetings shall be given not less than two (2) weeks prior to the meeting. Attendance at all other evening meetings will be at the option of the individual teacher.
8. Parent-teacher conferences will be held for a total of fifteen (15) hours with a minimum of three (3) hours held in the spring. The times and dates for these conferences shall be determined by the building principal with teacher input. (See also Appendix I.)
9. Open House shall not be held before the first teacher work day that is not a professional development day.

E. All full time teachers shall be entitled to a duty-free uninterrupted lunch period on full days. The teacher lunch period for each school is listed below.

Building	Lunch Period (In Minutes)
High School	30 (29 for delayed start days)
Alternative Education	30
Middle School	30
Hahn Intermediate	30
Thomson Elementary	30
Central Elementary	40
Hill Elementary	40
Gates Elementary	55*
Siple Elementary	55*

*If a reduction in the length of the Siple and Gates teacher day takes place (per Article V.B.3) a corresponding reduction will be reflected in the duty-free lunch time. This reduction will not exceed 15 minutes.

F. All full time teachers shall be provided with a minimum of sixty (60) minutes per day, free from the supervision of students, for lunch and planning periods. The planning time for each school is listed below.

Building	Minimum Planning Time (In Consecutive Minutes)
High School	55 (35 for delayed start days)
Alternative Education	70 (40 for delayed start days)
Middle School	55
Hahn Intermediate	40*
Thomson Elementary	30**
Central Elementary	40
Hill Elementary	40
Gates Elementary	40
Siple Elementary	40

*HIS will have one additional 40 minute planning period per week.

**Thomson Elementary will have one additional 30 minute planning period per week.

G. Whenever possible, the schedules of traveling teachers shall be so arranged as to provide that their planning time will occur at their "home" building location.

H. Because the services of certain teachers, such as music/drama, computer, and physical education, provide a period of planning time for elementary teachers, the Board agrees that, in the absence of such teachers, whenever possible, the regular

planning time for the classroom teacher shall not be discontinued but provided for through the employment of substitute teachers.

- I. Teachers shall be in their classrooms at any time the students are assigned to that room unless assigned by the principal to any other location.
- J. The guidelines for compensating teachers for loss of planning time are set forth in Appendix F.
- K. Each building will provide a breakfast program, prior to each school day, in compliance with federal law. In buildings that serve any grade K through 6, this program may be incorporated as part of the instructional day, and may be supervised by teachers.
- L. It is the responsibility of the teacher, when an individual parent meeting is necessary, to hold said meeting within five (5) working days at a time that is convenient for both the teacher and the parent.

ARTICLE VI - TEACHING LOADS AND CONDITIONS

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

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

<u>Grades</u>	<u>Goal</u>	<u>Maximum</u>
1. Kindergarten and Grade 1	20	27*
2. Elementary Grades 2-6	25	31*

In a teaming situation, the maximum is based on a team average.

*Overloads (defined as exceeding the contract maximum listed above) will be permitted in an individual room in grades K-6 during an unforeseen situation. If an overload is created in a given classroom, a substitute teacher or paraprofessional will be hired within five school days and will be placed in the affected teacher's classroom. This substitute employee will continue to be placed in the teacher's classroom until the overload is eliminated. The administration will not create an overload (defined as a class size in excess of the maximums listed above) in any teacher's classroom until all sections of that grade level across the District are filled to the maximum, unless a particular teacher agrees to the overload.

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

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

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

4. Class sizes in grades 7-12 are not to exceed thirty-two (32) pupils without the consent of the teacher. In addition, the daily classload for teachers with five (5) regularly-scheduled classes per day will not exceed 160 students without the consent of the teacher. In a teaming situation, the maximum is based on a team average.

The class size limit for honors/accelerated classes or single or double section courses that are prerequisite in a sequential program can be adjusted to no more than 35 students without teacher consent providing the teacher's daily limit would not exceed the contractual limit. This provision applies only to scheduling students who would not otherwise be able to schedule into the course. Should it be necessary to exceed 32 students per class, then the Board will compensate the teacher as outlined below. In all other situations the contractual limitations apply.

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

The class size provisions are to be effective after the 10th school day of each marking period. The teacher must have the overload more than 50% of the 9 weeks to qualify for pay. For an overload in honors/accelerated classes or single or double section courses, as defined above, the teacher will receive \$45.00 per student per quarter beyond the 32 class limit. For an overload of the daily classload for teachers with six (6) regularly scheduled classes, as defined above, the teacher will receive \$45.00 per student per quarter beyond the 180 daily maximum. The teacher will receive the overload payment each marking period for which an overload exists.

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

The maximum class size for physical education classes in grades 7-12 shall be 45 students.

5. The Board will continue the present system of lower sizes for basic classes.
 6. Placement of students in Grades 7-12 shall be based upon measurable criteria as well as the teachers' recommendations.
 7. After the first two (2) weeks in a semester when more than one section of a course is offered during a given class period in grades 7-12, enrollment in each section shall be equalized whenever a difference in excess of five students exists provided such difference has not resulted from students dropping out of the classes. A dropped student is defined as a student no longer enrolled in a particular course.
- B. 1. No high school teacher shall be required to teach more than five (5) periods per day and such periods shall not exceed sixty (60) minutes in length. Davison Alternative

Education teachers, if teaching on a five (5) period student day schedule, shall not be required to teach more than four (4) periods per day and such periods shall not exceed seventy-five (75) minutes in length.

2. No middle school teacher shall be required to teach more than five (5) periods per day and such periods shall not exceed fifty-six (56) minutes each.
- C. No elementary teacher shall be assigned a split classroom, unless absolutely necessary and with the approval of the teacher.
- D. The Board recognizes that appropriate and adequate texts, library reference facilities, maps and globes, computer technology, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- E. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. No teacher shall be required to perform classroom housekeeping duties in order to have his/her classroom properly maintained.

In the event of emergency situations where health or safety of students and teachers is jeopardized (such as lack of heat, water, electricity, toilet facilities, etc.), an administrator will discuss the matter with the building representative who is teaching in the building involved. When the emergency situation cannot be remedied within a reasonable length of time, students and teachers shall be dismissed or moved to adequate facilities. Teachers shall not be required to work under unsafe or hazardous conditions or to perform those tasks which would endanger their health, safety or well-being (See Article IV.C.2).

- F. The Board shall make available to each school adequate lunchroom, restrooms and lavatory facilities exclusively for staff and volunteer use and at least one room appropriately furnished and vented, which shall be reserved for use as a staff and volunteer lounge.
- G. Adequate parking facilities shall be made available to teachers and so identified.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils. No teacher shall be prejudiced against in his/her employment because he/she has joined any lodge, religious group, employee association, union, or other lawful organization. No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party, or to any other organization, or to any agent or individual as a condition of employment, or continuation of employment except as is specifically provided in Article I.D, of this Agreement.

- I. The parties recognize the value of multi-ethnic hiring and the Board reaffirms its past and present policy of hiring the best qualified teachers available and to actively seek to hire on a multi-ethnic basis.
- J. The parties recognize the value of minority oriented texts and materials and the Board reaffirms its past and present policy of adopting such texts and materials where such are of a quality consistent with other texts and materials used and of equivalent educational merit. The Board will actively seek such texts and materials consistent with a balanced educational program.
- K. The Board shall provide four (4) educationally useful periodicals, and adequate storage space for same, in each teachers' lounge. (In buildings with fewer than five (5) teachers, two (2) shall be provided.) Selection of the periodicals shall be made by the teachers in each school with the approval of the building principal or Superintendent.
- L. While it is agreed that teacher participation on curriculum and related student committees is voluntary, it is expected that teachers will continue the volunteer curriculum and related committee work they are presently doing during the school year. The following options will be considered and may be approved by the Assistant Superintendent:
 - 1. time will be set aside for summer curriculum and related committee work
 - 2. released time
 - 3. money to be spent on room expenses
 - 4. compensation time
 - 5. a minimum of \$10,000 shall be set aside for funding the above options for curriculum work deemed necessary by the Board of Education.

Teacher input on committees is valuable and it is agreed that when committee studies are completed and reports made, the Board agrees to consider the report and recommendations of the committee when making related decisions. In cases where the committee recommendations are not used, an explanation shall be provided.

Training:

It is recognized that curriculum requirements are constantly evolving. When new District programs are adopted through the ACC process and training is deemed necessary, the teacher affected by the changes will be required to attend implementation training session(s). Teachers will be granted professional development credit for the training. The Assistant Superintendent will work with the curriculum coordinators to provide advance notice of training sessions. The following training options will be considered and may be approved:

- 1. multiple sessions of the same training offered when large groups need to be trained.
- 2. video tapes of training sessions made available and used when possible.
- 3. individual mentoring by trained staff members.

- M. When feasible, two teachers may share a single position upon approval of the Board of Education. Such approval must be granted before June 1.
- N. When a teacher is assigned a medically fragile student, the teacher shall not be required to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions including lifting, and/or transferring, nor render routine, scheduled care or maintenance to help with any bodily functions, including lifting and/or transferring, which would not ordinarily be administered to non-medically fragile students. The teacher shall be informed and provided with guidelines regarding emergency measures which may be necessary, on occasion, due to the student's impaired condition.
- O. Any regular education teacher who has been assigned a student identified with a special educational disability, as determined by an IEPC, and/or any regular education teacher at the secondary level who has 50% or more special education students (excluding speech and language impairments), as determined by an IEPC, will be able to receive consideration and proposed solution(s) from Special Needs Instructional Committee if either of these conditions creates a significant impact or problem in the classroom. This committee will be comprised of the regular education teacher, counselor and/or psychologist, special education teacher, building administrator and special education director or designee.

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

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

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

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

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

ARTICLE VII - VACANCIES, TRANSFERS, ASSIGNMENTS

A. VACANCIES:

1. A vacancy shall be defined as a position that needs to be filled. A vacancy shall only be posted after steps a., b., c., d., and e. below have been sequentially completed. A vacancy that needs to be posted exists only:
 - a. After all assignments and reassignments have been made within a building.
 - b. After all unrequested transfers have been completed pursuant to Section D. below, including displaced staff due to a reduction in the number of classrooms and/or sections of a subject within a building.
 - c. After all transfers between buildings have been completed pursuant to requests received by the deadline in Section C below.
 - d. After teachers on leave (see Article IX) who are certified, qualified, and able to fill those positions have been returned from leave.
 - e. After teachers on lay-off who are certified, qualified, and able to fill those positions have been recalled.
2. When A.1.a. through A.1.e. above have been met, the Board shall publicize the vacancy by giving written notice of such vacancy to the Association and providing for appropriate posting in each school building. No posted vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy has been posted for at least seven (7) calendar days.
3. Any teacher may apply for such positions. In filling such positions, the Board agrees to give appropriate consideration to the professional background and attainments of all applicants, the length of time each has been in the school system of the District, the posted criteria, and other significant factors included in the posting which are pertinent to the position. Where it is determined by the Board that the qualifications of applicants for bargaining unit positions are substantially equal, particular consideration will be given to length of service to the District. When no qualified applicant (as determined by the Board) applies for a bargaining unit vacancy, the Board reserves the right to go outside the bargaining unit to fill the position and to hire the most qualified candidate.

The Board reserves the right to go outside the bargaining unit to fill any non bargaining unit position and to hire the most qualified candidate.

4. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them without undue disruption to the existing instructional program. If the superintendent, in his/her reasonable judgment, so determines, such vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be declared vacant unless the

temporary employee would then have to be assigned to a position for which he/she is not deemed qualified or he/ she would be eligible for unemployment compensation. Teachers assigned pursuant to this paragraph shall be so informed in writing at the time of employment.

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

B. Definition of Reassignment and Transfer

Reassignment shall mean a change of grade level within a building at the elementary

level and change in department at the secondary level. This includes partial changes in department at the secondary or partial grade level changes at the elementary. Transfer shall mean a change from one building to another building. Changes in grade level for elementary specials teachers and K-12 special education teachers shall not be considered reassignments or transfers unless they are from elementary to secondary or secondary to elementary.

C. Requested Reassignment or Transfer

1. Requests by a teacher for reassignment or transfer to a different building shall be made in writing to the building principal and Assistant Superintendent. Such request shall specify the requests in order of preference.
2. Requests by a teacher for transfer or reassignment shall be made on or before March 1. When reassignments and/or transfers are to be made, the convenience and wishes of the individual teacher will be considered when such reassignment is deemed feasible and would not conflict with the instructional requirements of the school system. If more than one teacher has applied for the same position, the teacher best qualified for that position (as determined by their qualifications as defined in Section A-3 of this Article) as determined by the Administration will be given preference. However, nothing in this Article shall obligate the Board of Education to grant reassignment and/or transfer requests. When a position is filled, all unsuccessful applicants shall promptly be notified in writing.
3. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she had at the time of his/her transfer if the teacher has more than ten (10) years of seniority. If such a teacher has less than ten (10) years of seniority, the teacher's seniority shall accrue for up to ten (10) years.
4. If transfer requests for a position are pending, no new teacher will be assigned to that position until after a decision to grant or deny the requests for transfer has been made.

D. Unrequested Reassignments and Transfers

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. The Association shall be so notified in each instance along with a written statement of reasons for such assignment. "Temporarily" shall be defined for the purpose of this Article as not to exceed beyond the current semester.
2. Since the frequent transfers of teachers from one school to another may be disruptive to the educational process and may interfere with optimum teacher performance, the parties agree that unrequested transfers shall be made for good cause and shall not be made for disciplinary reasons. When a transfer or reassignment is to be made, the following factors, by way of illustration and not

limitation, shall be considered without any priority or weight in determining which teacher is transferred or reassigned; educational needs, scheduling feasibility, certification, majors and minors, qualifications, educational background, grade level and/or subject matter, teaching experience, extracurricular assignments, effect on staff reduction, when vacancies occur, years of teaching experience, seniority, number of unrequested transfers, assessment of teachers' performance, tenure status, individual preference.

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

ARTICLE VIII - SENIORITY AND REDUCTION AND RECALL OF STAFF

- A. A seniority list shall be prepared by the Board and verified by the Association. Seniority is defined as length of active service within the bargaining unit excluding time spent on approved leaves, subject to restrictions included in this Master Agreement.

Starting with the 1994/95 school year, all district paid leave, including sick days, sick bank days, worker compensation days, and sabbatical leave, shall count towards seniority. Long Term Disability leave time shall not count for seniority.

Questions regarding the granting of seniority shall be handled by the Contract Management Committee.

1. It is the individual employee's responsibility to notify the Assistant Superintendent of any changes or anticipated changes in certification and endorsements and in majors and minors. Such notice must be given prior to March 31 if it is to be used in determining assignment. Appropriate documentation shall be provided by May 15. Said notice and documentation may be provided after these deadlines and the District may or may not consider them in making staffing decisions.
 2. When two or more employees have the same years of service, they will be ranked in order of their respective dates of last hire (date they began working without severing employment).
 3. When two or more employees have the same years of service and dates of hire, they will be ranked in order of their respective Board approval dates.
 4. The seniority ranking determined by the 1997-98 lottery will be final. From then forward, seniority will be determined for teachers starting work on the first scheduled teacher work day of each school year by a lottery to be held on the first scheduled teacher work day. This will be considered their permanent seniority ranking. The Association will be notified in writing of the time and place of the lottery in order to allow Association representatives to be in attendance. The permanent seniority rankings for teachers starting work after the first scheduled teacher work day of each school year will be their first work day. In the event that more than one teacher begins work on the same day during the school year, the tie breaker for seniority purposes will be the date and time of contract signing.
- B. The seniority list including dates of hire, Board approval date, years of service, type of certification, tenure status and lottery standing shall be published and posted conspicuously in all buildings of the District by January 30 of each school year. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President.

- C. Teachers returning from leaves of absence shall be credited with all seniority accrued prior to said leave. Seniority shall not accrue during a leave of absence except in the case of a person on sabbatical under Article IX of this agreement.
- D. All seniority is lost when employment is severed by resignation, retirement, discharge for cause or transfer to a non-bargaining unit position other than in Article VII.C.3; however, seniority is retained if severance of employment is due to layoff. Laid off teachers retain all seniority accumulated as of the effective date of layoff.
- E. Part-time teachers shall accrue seniority for the portion of the day or year for which they are employed. Full seniority credit shall be given for a semester if a full-time teacher completes one-half or more (47 or more days - see Article IX.C.3. & C.4.) of a semester. Substitute teachers shall not accrue seniority.
- F. If the Board deems it necessary to reduce the staff, the following layoff-recall procedure will be used:
 - 1. No tenure teacher shall be laid off where a position is held by a probationary teacher for which a tenured teacher is certified and qualified.
 - 2. Qualifications for purposes of this Article shall be defined by State of Michigan teaching certification and State or Federal requirements or guidelines (including Highly Qualified guidelines).

For positions not included within such guidelines the teacher must have a major or minor in the subject or successful experience teaching in the subject area for at least one semester within the last five years.

- 3. Teachers shall be laid off in inverse order of seniority using the seniority list provided that each teacher retained is certified and qualified for the position assigned.
- 4. Teachers shall be given notice of lay-off sixty (60) days prior to the end of the fiscal year. Notice shall be delivered personally in the presence of a witness, or by registered letter to the teacher's last known address. The Association shall be provided notification of such lay-offs. It shall be the responsibility of each teacher to keep the Board informed of his/her current address. In emergency situations, when reduction in revenues and/or enrollment losses necessitate staff reduction at a time which makes it impossible to comply with the above notice requirements, sixty (60) days advance notice shall be given to those affected by the reduction. It is agreed that when a teacher is placed in a full-time teaching position within the sixty (60) day notification period, this provision shall not apply, and notification of termination shall be given in concurrence with issuance of the contract.
- 5. Teachers laid off under this section may elect to continue insurance benefits at their own expense subject to the rules of the carrier. Accumulated sick leave shall remain credited to him/her.

- G. Laid off teachers shall have the right to be recalled to the first vacancy for which they are certified and qualified in order of seniority for up to five (5) years from the effective date of layoff.
- H. A laid off teacher shall be considered laid off until he/she is reinstated in the District or up to five (5) years, whichever occurs first. Refusal of an offer from the Board of a full-time (or the same fraction of a full-time position held prior to lay-off) position for which the laid off teacher is certified or qualified, or failure to respond within five (5) working days of the receipt of a written offer of a position made by the Board shall be deemed a voluntary quit. A laid off teacher under contract to another Michigan school district may decline recall without losing his/her right of recall during the five (5) year period.
- I. Notification of a recall shall be in writing with a copy to the Association. The notification shall be delivered in person or sent by certified mail to the teacher's last known address. It is the teacher's responsibility to keep his/her address with the personnel office current.
- J. No new staff shall be hired in positions which staff on lay-off are certified and qualified to fill until all staff on leave or layoff have been offered an opportunity in writing to return to active employment to a position for which they are certified and qualified.
- K. A teacher who is laid off and who is paid unemployment compensation benefits during the summer following the layoff, and who is recalled to a teaching position prior to August 10th of any year, or other mutually acceptable date, will be paid for the next school year an annual salary rate such that the teacher's unemployment compensation plus that annual salary rate will be equal to the rate of the salary the teacher would have earned for the school year had the teacher not been laid off.

ARTICLE IX - LEAVES

- A. Time off for Military Reserves including National Guard shall be granted and the teacher will be paid the difference between duty pay and salary for a period not to exceed two calendar weeks in any fiscal year (July 1 to June 30) while the teacher is actively teaching.

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

B. Sabbatical Leave:

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

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

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

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

C. Leave of Absence:

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

1. Teachers wishing a leave of absence shall submit a letter to the Board stating the reasons for such leave. The request for the leave will be reviewed by the Board. Leaves will not be granted for longer than one (1) year, but extensions may be obtained upon agreement of the Association and the Board.
2. The teacher, upon return to active teaching, will be restored to his/her position, if available, or to a position for which he/she is certified and qualified.
3. Teachers intending to return for the beginning of the first semester must provide written notification to the Personnel Office no later than March 1 of the preceding school year. In the event of an intended return for the beginning of the second semester, such notification must be provided no later than November 15. A teacher failing to provide such notice of intent to return shall be placed on the bottom of the seniority list for purposes of recall for the following school year.
4. Seniority and salary credit shall be given for a full semester if forty-seven (47) or more days of a semester are taught. Starting with the 1994-95 school year, all district paid leave, including sick days, sick bank days, worker compensation days, and sabbatical leave, shall count towards seniority. Long Term Disability leave time shall not count for seniority.

- D. Sick leave will be granted to all teachers for personal illness or disability, or illness within the immediate family. Allowances for unusual cases of absence due to other cases of sickness shall be determined by the building principal. Sick leave may not be used for any purpose other than those specifically defined in Article IX.D and E. Teachers may not use sick days for non-medical travel and then assert they become sick and claim a valid sick day. In the case of an extended illness, the Board may request a physician's certified statement. The Board may investigate suspicious situations regarding sick days and take appropriate action.

1. Sick leave shall be granted on the basis of the following:
 - a. One (1) day per month of work; ten (10) days, ten (10) months; eleven (11) days, eleven (11) months; twelve (12) days, twelve (12) months.

- b. When a teacher is employed beyond the contractual year in additional assignments, accrued sick days cannot be used for any absence during the additional assignment.

However, the following earned sick time may be used during the assignment.

<u>Work hours</u>	<u>Sick time</u>
1-30 hours	None
31-60 hours	3 hours
61-120 hours	6 hours
121-180 hours	9 hours
181-240 hours	12 hours
241-300 hours	15 hours
301-360 hours	18 hours

Unused sick time earned will be added to the teacher's accrued sick days, (rounded to the nearest 1/2 day). A full day is defined as six (6) hours, the equivalent of five (5) teaching hours.

In the event of a teacher's absence on a given day, it is the teacher's responsibility to arrange for a substitute and notify the supervisor of the absence.

- c. The above sick leave days shall be granted effective after the first day of actual work.
2. Such sick leave days shall accumulate to one hundred and forty (140) days and each employee shall be credited for the number of sick leave days he/she had accumulated on the date of this Agreement.
 3. The "immediate family" shall be defined as father, mother, spouse, child, brother, sister, in-laws, step family members, grandparents, or a dependent of the immediate household.

E. Sick Leave Bank:

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

1. New employees, regardless of the date of employment, shall contribute to the Bank from their first sick leave allowance an amount determined by the Sick Leave Bank committee.
2. The Sick Leave Bank shall be administered by a committee composed

of three (3) persons appointed by the Association and three persons appointed by the Board of Education. The committee shall establish its own rules and regulations for the administration of the Sick Bank.

3. A quorum of this committee shall consist of at least two (2) Board and two (2) Association representatives. In the case of a tie vote, the final decision on the request from the Sick Bank will be determined by an impartial party. The third party shall be agreed upon by the members of the Sick Bank Committee.
 4. A participating employee shall have access to the Sick Leave Bank pursuant to the Sick Leave Bank rules and procedures.
- F. No employee will be credited with Sick Leave allowance while drawing from his/her own accumulated sick leave, or the Sick Leave Bank, until he/she has reported back to work.

G. Child Rearing Leaves:

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

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

H. Personal Leave:

Two (2) days personal leave per year shall be granted upon the request of the teacher. Such leave shall be for activity and business which cannot be conducted at any time other than school time. Personal leave days, or absences taken for any reason not specified in Section D. and E., may not be retroactively converted into sick leave except

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

I. Bereavement Leave:

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

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

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

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

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

ARTICLE X - INDEMNITY

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

ARTICLE XI - TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from this review will be confidential college records. A teacher will be given the opportunity to file a response to any adverse material placed in his/her personnel file and the response will be made a part of said file. If the teacher is asked to sign materials placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Any complaint regarding a teacher made to the Administration by any parent, student, or other person which is considered in evaluating said teacher's performance will be called to his/her attention as soon as practical.
- D. The teaching performance of non-tenure teachers will be observed and a written evaluation will be prepared at least two (2) times during the school year, not later than December 1st and April 15. A non-tenure teacher will be given twenty-four (24) hour notice prior to his/her first observation during his/her first year of probationary status. An observation shall consist of not less than a complete lesson or period. Nothing in this section shall preclude additional observations of a teacher's performance for less than a complete lesson or period which may be used in documentation of the teacher's performance, but only to supplement the primary observations.

Tenure teachers shall be observed and a written evaluation completed a minimum of once every three (3) years.

Teachers receiving a satisfactory evaluation(s) (ratings of 3 or 4 for all nine categories) will receive a one-time off-schedule stipend of \$1.00 per year.

The evaluator shall hold a conference with the teacher within eight (8) in-school days after the observation at which time a copy of the written evaluation shall be given to the teacher. If the teaching performance is undesirable, the teacher shall be informed, in the written evaluation of a) undesirable performance stating specific faults, b) suggested means of correcting such undesirable performance and c) the consequences of failure to make such corrections. A copy of the evaluation shall then be given to the teacher who may, within eight (8) in-school days thereafter, respond to the evaluation in writing. Such response will be attached to the evaluation in his/her personnel file. The evaluation of the work of all teachers is the responsibility of the Administration and shall be performed by the administrator or outside resource person designated by the Administration. All evaluations shall be upon the official form

approved by the Board of Education. No adverse re-employment evaluation of any teacher's performance shall be made without following the above procedure.

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

ARTICLE XII - DISCIPLINE OF TEACHERS

- A. Teachers shall comply with this Agreement and reasonable written rules, regulations and directives adopted by the Board, or its representatives, which are not inconsistent with provisions of this Agreement.
- B. Both parties recognize that willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of performance shall be promptly reported to the offending teacher.
- C. No teacher will be disciplined, demoted, reduced in rank or compensation, dismissed, suspended with or without pay, or reprimanded without just cause. However, just cause shall not apply to the nonrenewal of a probationary teacher.

Behaviors, including but not be limited to the following, could result in disciplinary action provided there is just cause: inefficiency or incompetence; insubordination against the reasonable rules of the Board of Education; chronic tardiness or absence; moral misconduct; or disability, mental or physical, as shown by competent medical evidence.

- D. Discipline of teachers will be subject to the grievance procedure set forth in the Agreement.
- E. If a teacher is to be reprimanded or disciplined for any infraction or delinquency in professional performance by the principal or other administrator, he/she shall be entitled to have a representative of the Association present. All such reprimanding, or disciplining, is to be done in person. A teacher shall, at the time of the occurrence of the incident involved, receive a copy of any written material that is placed in his/her personnel file and may, within one (1) week from receipt of such materials, respond in writing. Such responses shall be placed in the teacher's personnel file. No records concerning a teacher may be kept elsewhere than in that teacher's personnel file. Review of a teacher's written evaluation which states concern with respect to the teacher's performance in an evaluation conference shall not initially be construed as discipline and shall not entitle the teacher to the presence of an Association representative except in cases specified in Section G below.
- F. The Board will follow a policy of progressive corrective discipline which includes verbal warning (confirmed on the agreed upon form when deemed appropriate by the administrator), written warning, written reprimand, suspension with or without pay and with discharge as the final and last resort. Any disciplinary action taken against a teacher need not follow the above sequence; however, the penalty shall be appropriate to the misconduct.

- G. If, in a meeting between a teacher and an administrator, a problem arises which causes the teacher to reasonably believe that disciplinary action may be taken with respect to the problem, the teacher may request an Association representative. No further discussion will take place until a representative is present.

- H. Any complaint against the teacher which will be the basis for disciplinary action will be brought to the teacher's attention as soon as practical. The teacher shall be entitled to respond in writing and attach the response to the complaint in the teacher's records.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline throughout the school building and grounds.
1. Each teacher has the responsibility and full authority to administer reasonable discipline, not inconsistent with Board policy, for the maintenance of classroom control. In the event that administrative assistance is required in the case of a student's insubordination, the nature and extent of the discipline which has been recommended by the teacher shall not be diminished unless the principal determines, after consultation with the teacher, that it is not reasonably consistent with said policy.
 2. Any pupil who is determined by the Administration, after consultation with the appropriate, qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
 3. The Board shall furnish a copy of its student Discipline Policies to each teacher at the beginning of the school year.
 4. A teacher may exclude a pupil from the supervised area when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the area intolerable. The pupil shall not be returned to the supervised area until the principal has consulted with the teacher. A written report of the action taken regarding the student shall be made to the teacher within five (5) days or before the student is returned to the teacher's supervision.
- In such cases the teacher will furnish the principal as promptly as his/her teaching obligation will allow, full particulars of the incident.
- B. Any case of assault upon a teacher shall be promptly reported to the building principal. The Board shall render all reasonable assistance to the teacher, which may include legal counsel, in connection with handling of such incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render reasonable assistance to the teacher in his/her defense, including legal counsel when warranted, provided that the teacher has acted appropriately and in compliance with the law and Board policy.
- D. Time lost by a teacher in connection with any on-the-job incident mentioned in this Article shall not be charged against the teacher's accumulated sick leave.

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

ARTICLE XIV - NEGOTIATION PROCEDURES, AMENDMENTS, AGREEMENTS, CONTRACT DEVIATIONS, AND CONTRACT MANAGEMENT COMMITTEE

- A. 1. This Agreement expressly embodies all agreements written and oral between the Board and the Association at the time of reaching agreement on this contract, and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. Subsequent contract amendments, CMC agreements, and deviations shall be adopted pursuant to the applicable procedures of the DEA and Board and as provided in numbers 2 and 3 below.

Unless otherwise designated in the Agreement, any subject matter relating to wages, hours, or working conditions of teachers which does not fall within the category of "matters which were raised or could have been raised by either of the parties at the time of negotiations" shall upon the request of either party, be subject to regular collective bargaining procedures.

2. No amendment or supplement to the Agreement shall be effective or valid for any purpose whatever unless set out in writing and signed by the Board and the Association in the same formality as used in the execution of this Agreement, except as provided below.
3. Any subject matter contained in this Agreement may be reopened for negotiation during the terms of the contract, if both parties agree. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection or charge by the other party.
4. Recognizing difficulties of scheduling and long-range planning on the part of the parties, negotiations for a succeeding contract will commence no later than the second week of May of the year in which this Agreement expires, provided, however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such a provision is for the purpose of the convenience of the parties and does not operate in the derogation of any decision or rule of the Michigan Employment Relations Commission.
5. In any negotiation, each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the representatives selected by both parties shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.

B. Contract Management Committee

1. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
2. Contract deviations will require a 2/3 approval vote by building/grade level/group prior to coming to CMC.
3. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
4. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board.
5. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, the 10-day grievance filing deadline in Article XV.D.1 of this agreement is delayed until a solution or recommendation is made by the Contract Management Committee.
6. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
7. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.
8. The Contract Management Committee will be responsible for directing and overseeing the work of committees it may choose to create from time to time.

C. Contract Deviations

1. It is agreed that a school improvement program is mutually desirable and beneficial. In implementing such a program, the parties recognize that the contract

needs to provide flexibility for experimentation and innovation in educational programs for the benefit of students and to meet the needs of parents and staff. Consideration for a contract deviation should only occur when there is strong support for it by the principal and by the affected staff in the building.

To facilitate contract flexibility, buildings, grade levels, or departments may initiate contract deviation requests to the Contract Management Committee for review and action pursuant to guidelines adopted and disseminated by CMC. Such deviation request shall require approval by a 2/3 vote of the building, grade level or department and the building principal.

The Contract Management Committee shall have the authority to adopt contract deviation requests by a 2/3 vote.

2. Deviation requests shall be on the form provided by the Contract Management Committee and in accordance with the Deviation Guidelines adopted by CMC. The contract deviation request form shall include a provision for a minority report or view.
3. Buildings, grade levels or departments and the building principal shall evaluate their approved contract deviations within one year as to whether to seek continuation, modification or approval on a permanent basis. Any requests for continuation of a deviation shall follow the procedures set forth above.

ARTICLE XV - GRIEVANCE PROCEDURE

A. DEFINITIONS:

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

B. PURPOSE:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. When expedient, the aggrieved person will discuss the matter informally with his/her direct supervisor prior to filing a written grievance. The Contract Management Committee, which is set forth in Article XIV, will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. The filing, status, and content of grievances, and the various responses, shall not be released to students, the public, or the press, except as required by law; nor shall there be any public demonstrations, releases, or displays of this information, including on the internet and/or on other electronic media or in print media, except by mutual agreement of the parties or as required by law. This mutual restriction on release of information shall not apply to: 1) DEA communications with DEA leaders, DEA members, to the MEA or NEA, or to attorneys, or 2) to administrative communications to administrators, the Board, or attorneys.

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

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

C. STRUCTURE:

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

D. PROCEDURE:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon as practicable.

1. Level One:

A teacher with a grievance shall file it in writing and discuss it with his/her immediate supervisor, individually, together with an Association representative, or through an Association representative. This discussion must be initiated within ten (10) days following the occurrence of the grievance, or within reasonable discovery thereof. If the grievance is not resolved through discussion, the grievance shall be put in writing within ten (10) days of said meeting and filed with that same supervisor, with a notice being sent to the Association. Within ten (10) days from the receipt of the grievance, the immediate supervisor shall indicate his disposition of the grievance in writing, and shall furnish a copy to the Association.

2. Level Two:

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

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered as stated above, he/she may refer the grievance through the Association to the Board of Education's Review Committee within ten (10) days after receiving the Level Two disposition. The Committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall arrange for a meeting with the Association's Grievance Committee Chair and other appropriate parties. A decision shall be rendered within ten (10) days following the meeting.

4. Level Four: (Optional)

If the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance may, upon mutual agreement of the parties, immediately be transmitted to the Michigan Employment Relations Commission for mediation.

5. Level Five:

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

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

E. RIGHTS TO REPRESENTATION:

Any teacher may file his/her own grievance and represent him/herself at grievance meetings. However, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. No resolution may be made that is inconsistent with this Agreement. Only the Association may process a grievance to arbitration. An individual may not process a grievance to arbitration.

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

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

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

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

G. DISCIPLINE OF PROBATIONARY TEACHERS AND BARGAINING UNIT MEMBERS, DURING THEIR FIRST FOUR YEARS OF EMPLOYMENT, WHO ARE NOT ELIGIBLE FOR TENURE:

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

1. First year probationary teachers shall have access to the grievance procedure through Level Two but not to the Board level or to arbitration.
2. Second year probationary teachers shall have access to the grievance procedure through Level Two but not to the Board level or to arbitration. The DEA Executive Board may choose to process the grievance to the Board level.
3. Third and fourth year probationary teachers shall have access to the grievance procedure through Level Two but not to the Board level or to arbitration unless the DEA Executive Board concurs.

H. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties involved.
3. If any teacher complains to the Superintendent, in writing, that any supervisory employee has taken reprisals against such teacher in violation of this subsection, and shall state the specific nature, time and other circumstances of such reprisal, the Superintendent shall promptly schedule a hearing before him/her at which the persons involved shall be present for the purpose of considering such complaint. The burden showing that the claimed reprisal took place shall be upon the teacher.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed jointly by both parties and shall be placed in this Agreement under Appendix H.
6. Information necessary to the determination and processing of a grievance shall be made available to the concerned parties.

7. The term "Association" as used in this Article shall be, where appropriate, interchangeable with the term "grievant" when an individual teacher chooses to process his/her own grievance.
8. It will be the general practice of all parties to process grievances during times which do not interfere with assigned duties. If it is mutually agreed by all parties involved to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure will be released from assigned duties without loss of salary, subject to the released time provisions of Article III.F.
9. In the event a teacher elects to process any matter covered by the Tenure Act pursuant to Tenure Act procedures, the teacher's right to process a grievance on the same matter shall be waived.

ARTICLE XVI - TEACHER ABSENCE

- A. If a teacher is absent on a given day due to illness or bereavement, the teacher shall call a recording device at a telephone number specified by the Board at least one (1) hour prior to the beginning of the teacher's school day.
- B. If a teacher is absent for business or non-emergency purposes, the immediate supervisor shall be notified before 4:00 p.m. on the day preceding the day of absence.
- C. A substitute shall be provided for each teacher in his/her absence. When no appropriately certified substitute is available to provide subject matter instruction, a substitute shall be hired to supervise study sessions.
- D. If enough substitute teachers cannot be secured on a given day, the following process may be used:
 1. Absences of certain teachers (such as resource room teachers) will not be filled. Students shall remain in their regular classroom.
 2. Absences created by K-6 specials teachers (e.g. physical education, vocal music, computers, art, etc.) will not be filled. Students shall remain in their regular classroom. If such an action causes the regular teacher to miss his or her planning time the affected teacher shall be compensated at the professional hourly rate as defined Article IV.B for the planning time lost.
 3. Absences created by regular K-6 classroom teachers may be filled by asking specials teachers or counselors to cover the vacant classroom, whichever is the least disruptive as determined by the administration. If a specials teacher is assigned, the students in the specials teacher's affected classes shall remain in their regular classroom. No additional compensation shall be provided for a specials teacher or counselor as a result of such assignment unless the assignment causes him or her to miss the daily contractual planning time. In that case, compensation shall be provided for loss of planning time at the professional hourly rate (Article IV.B).
 4. Each of the options listed (1 through 3 above) shall be invoked no more than twice each in each of the District's buildings during the school year.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

- A. Each staff member is entitled to a pass to all home athletic contests. These passes will be provided to the staff member in September of the school year, on a general basis, and will entitle the staff member and guest to attend the events. Passes to concerts, plays, etc., will be provided to staff members throughout the year, with the permission of teachers involved in these events.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Any amendments will likewise be so reproduced and distributed. The Board shall furnish twenty (20) copies to the Association for its use.
- C. Each substitute teacher shall be provided with an orientation to the building(s) upon initial employment and a teacher's handbook for that building(s). A form shall be provided for a substitute teacher and the regular teacher to comment to each other on the teacher's plans, the activities and other relevant information.
- D. The Board shall provide the general guidelines for operation and administration of the mainstreaming program to teachers within the first week of school. Any teacher assigned for a majority of the student day an identified special education student (or a student scheduled for an IEPC) shall be permitted to participate in any scheduled case conference relative to educational placement, review or adjustment of the student's program affecting the teacher. Teachers shall be released for such case conferences held during the school day.
- E. A bargaining unit member may be hired to only one summer position unless no other bargaining unit member, who is certified and qualified, has applied for said position.

ARTICLE XVIII - NO STRIKE CLAUSE

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

ARTICLE XIX - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 30th day of June 2011 and shall continue in full force and effect through the 30th day of June 2012.
- B. In accordance with Article XIV.A, the Board, in the year this contract expires, agrees to negotiate with the Association a successor agreement. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.

DAVISON EDUCATION ASSOCIATION MEA/NEA

Mary Ignatowski, President
Angela Chinevere, Vice President
Troy Scott, MEA UniServ Director
Jan Crawford, Negotiator
Brooke Davis, Negotiator
Margaret Richmond, Negotiator
Tim Rutkowski, Negotiator
Debra Stuart, Negotiator

DAVISON BOARD OF EDUCATION

Kathleen Sudia, President
Dale Green, Vice President
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Kim Lindsay, Treasurer
Lawrence Finkbeiner, Trustee
Mark McGlashen, Trustee
Douglas Theodoroff, Trustee

APPENDIX A-1-(intentionally left blank for possible future use)

APPENDIX A-2 2011/2012 TEACHER SALARIES

For the 2011/2012 School Year:

There will be no Schedule A salary increase (0.0%) and no vertical experience steps will be granted for the 2011/2012 school year.

Teachers eligible to receive a vertical experience step on the Schedule A salary scale will receive ½ that amount for the 2011/2012 school year as an off scale payment divided equally and paid out over 21 pays. Teachers who were at step 10 as of June 1, 2011, will receive an off scale payment of \$600 divided equally and paid out over 21 pays. Any teacher who earns their educational step will still receive their full educational step.

<u>STEP</u>	<u>BA</u>	<u>BA+18</u>	<u>BA+30/MA</u>	<u>MA+15</u>	<u>MA+30/SPCL</u>
0	\$36,326	\$38,239	\$40,339	\$42,558	\$44,897
0.5	\$37,282	\$39,238	\$41,451	\$43,729	\$46,133
1	\$38,239	\$40,239	\$42,558	\$44,897	\$47,369
1.5	\$39,238	\$41,299	\$43,729	\$46,133	\$48,670
2	\$40,239	\$42,357	\$44,897	\$47,369	\$49,972
2.5	\$41,299	\$43,469	\$46,133	\$48,670	\$51,346
3	\$42,357	\$44,582	\$47,369	\$49,972	\$52,721
3.5	\$43,469	\$45,749	\$48,670	\$51,346	\$54,172
4	\$44,582	\$46,919	\$49,972	\$52,721	\$55,622
4.5	\$45,749	\$48,149	\$51,346	\$54,172	\$57,151
5	\$46,919	\$49,383	\$52,721	\$55,622	\$58,681
5.5	\$48,149 *	\$50,684	\$54,172	\$57,151	\$60,298
6	\$49,383	\$51,972	\$55,622	\$58,681	\$61,907
6.5	\$50,684	\$53,339	\$57,151	\$60,298	\$63,610
7	\$51,972	\$54,703	\$58,681	\$61,907	\$65,313
7.5	\$53,339	\$56,139	\$60,298	\$63,610	\$67,113
8	\$54,703	\$57,578	\$61,907	\$65,313	\$68,908
8.5	\$56,139	\$59,093	\$63,610	\$67,113	\$70,800
9	\$57,578	\$60,597	\$65,313	\$68,908	\$72,694
9.5	\$59,093	\$62,189	\$67,113	\$70,800	\$74,697
10	\$60,597	\$63,778	\$68,908	\$72,694	\$76,693

* See Appendix A-3, Item 2, "Limitation on Experience Credit"

APPENDIX A-3 - SALARY SCHEDULE SPECIAL PROVISIONS

1. Determination of Experience Credit: Credit may be given to newly hired teachers for teaching experience gained prior to service in the Davison Community Schools.
2. Limitation on Experience Credit: No teachers hired in the future, regardless of years of experience credit, will be assigned or permitted to attain a level higher than Step 5 of the applicable B.A. column in accordance with the provisions of this paragraph.
3. Qualifications for Advancement on Education-Related Salary Columns:
 - a. It is understood that to qualify for entry into the B.A. + 18 and the B.A. + 30 columns of Schedule A of the current Agreement, the eighteen (18) and thirty (30) hours must be semester hours of graduate credit and must have been completed after the receipt of the B.A. that was used to support the individual's application for teaching certification in the State of Michigan.
 - b. It is further understood that to qualify for entry into the M.A. + 15 and the M.A. + 30 columns of Schedule A, the fifteen (15) and the thirty (30) hours must be semester hours of graduate credit; the said hours are verified by the M.A. degree-granting university as not part of the partial fulfillment of the M.A. degree; the said hours need not be completed after the receipt of the M.A. degree; the teacher shall not be permitted to enter the M.A. + 15 or M.A. + 30 columns unless they have obtained an M.A. degree.
 - c. In order for a course to qualify for pay credit, a teacher is required to have a grade of "B" or better in the course and the course must be of mutual benefit to the teacher and the District.
 - d. The current contract shall be interpreted as follows: courses accepted prior to August 31, 1989 for advancement on the salary schedule which resulted in a move to BA+18, BA+30, MA+15, or MA+30 will not be reevaluated in subsequent transcript evaluations. Nothing in this provision shall restrict the reevaluation of transcripts for advancement since 1989, nor prohibit the correction of errors in placement on the salary schedule.
4. Military Service Credit: A differential of \$200 shall be paid to all teachers who have served one (1) year or more of military service. Teachers hired after September 1, 2003, will not receive the additional \$200.
5. Salary Distribution Options: Each teacher shall have the option of being paid in twenty-one (21) or twenty-six (26) installments.
6. Longevity Premium: The Board of Education shall provide a longevity payment for teachers who have appropriate Davison years of experience according to the following schedule. This payment shall be made in March.

<u>Years of Experience</u>	<u>Amount</u>
12 to 19 years	\$400
20 to 24 years	\$800
25 to 29 years	\$1,300
30 years or more	\$1,700

7. Qualification for Salary Credit: Salary credit shall be given for a full semester if forty-seven (47) or more days of a semester are taught. Starting with the 1994-1995 school year, all District paid leave, including sick days, sick bank days, worker compensation days, and sabbatical leave, shall count towards salary credit. Long Term Disability leave time shall not count for salary credit. (See Article IX.C.4)
8. Calendar Year: Any student days added during the life of this contract will be compensated at one-half the teacher's per diem rate for each day.
9. Professional Development Pay: Five (5) professional development days (or 30 hours) are required of all teachers annually. More detailed information can be found in the professional development guidelines located in the Teacher Handbook and in Article V.D.

A "day" for this purpose is defined as six (6) hours.

Each year teachers shall be paid for up to forty-five (45) additional hours of professional development providing such hours are in excess of the District's professional development requirement. Such hours will be compensated at \$12.50 per hour.

To qualify for this extra pay teachers must complete the mandatory professional development requirements of the District (30 hours) as defined in this agreement and in the professional development guidelines.

The additional hours of professional development must be pre-approved by the Personnel Office and completed outside of the school day in order to be considered for compensation. The District shall not be responsible for payment of registration or other fees for such hours.

Teachers at Step 10 MA+30 on Schedule A of the Master Agreement who successfully complete graduate level course work will receive three (3) professional development hours for each graduate level college credit. These hours will only be applied as professional development hours beyond the thirty (30) hours required by the District, and the teacher will be compensated at a rate of \$12.50 per hour for up to forty-five (45) additional hours of professional development as described in Appendix A-3.9 of the Master Agreement.

APPENDIX B-1 - EXTRA DUTY

The following Salary Differentials shall be in effect based on the BA base rate of Appendix A.

An employee who is in a position that was decreased in pay as a result of the changes and continues in that same position in the next year shall be grandparented at the higher percentage each successive year for as long as that teacher continues in that position. If the teacher does not work in that position for one year for any reason other than an approved sick or child rearing leave and then resumes in that position in a future year, he/she shall no longer be grandparented. Grandparenting rights shall go to those employees who were in the affected positions during the 2001/2002 school year.

A list of grandparented employees can be found in the letter of agreement dated November 20, 2002.

The Board has the right to not fill any or all Appendix B-1 positions.

Head Teacher at Hill Elementary (per semester).....	\$500
Head Teacher at Thomson Elementary (per semester).....	\$500
Head Teacher at Siple Elementary (per semester).....	\$500
Head Teacher at Gates Elementary (per semester)	\$650
Head Teacher at Central Elementary (per semester)	\$650

Class Sponsors:

9th Grade	2.0%
10th Grade	2.5%
11th Grade	4.0%
12th Grade	4.0%
HS Quiz Bowl	4.5%
MS Quiz Bowl	2.0%
HS Science Olympiad	1.5%
HS Student Council	4.0%
MS Student Council	2.5%
HS National Honor Society	4.0%
MS National Honor Society	2.5%
Homecoming Chair	1.5%
High School Drama Club	4.0%
(To include minor productions such as Homecoming, Story Book Plays, etc.)	

Plus 2% per major production.

Technical Director 1.5% per major production

Middle School Drama 2.0% per production

Yearbook:

High School 5.0%

Alternative Education..... 2.5%

Middle School 4.5%

HS Forensics (without class) 4.0%

Key Club 4.0%

DECA Club 3.0%

Robotics Club 1.5%

Clubs:

High School \$4,000

Alternative Education Program \$3,000

Middle School \$3,000

Hahn Intermediate School \$3,000

Elementary Schools \$3,000 per Elementary

Clubs not specifically listed may receive up to \$400 as a stipend for its sponsor(s) as determined by the principal.

Summer School, Driver Education, and Extended Day Pay: The rate for summer school, driver education, and extended day teaching is \$23.61 per hour.

(Present in-District employees teaching driver education will be paid their 1997/1998 rates or the rate listed above, whichever is higher.)

Summer Curriculum: The rate for summer curriculum work is \$21.08 per hour.

APPENDIX B-2 - ATHLETIC COMPENSATION

1. Coaches who are not Davison teachers shall have their Schedule B salary computed based upon the BA column of Schedule A and upon the number of years they have coached in that sport.
2. Coaches who are Davison teachers shall have their Schedule B salary computed based upon the number of years they have coached in any interscholastic sport and upon the educational level (column on Schedule A) that they currently receive as a teacher.
3. Additional non-posted assistants may be added to the program at the discretion of the athletic director and head coach as the size of the program warrants and funds are available.
4. Employees who coached in a position that was decreased in pay as a result of the changes and continues in that same position in the next year shall be grandparented at the higher percentage each successive year for as long as that coach continues in that position. If the coach does not coach in that position for one year for any reason other than an approved sick or child rearing leave and then resumes in that position in a future year, he/she shall no longer be grandparented. Grandparenting rights shall go to those employees who were in the affected coaching positions in:

Spring Sports, 2001
 Fall Sports, 2001
 Winter Sports, 2002

A list of grandparented employees can be found in the letter of agreement dated November 20, 2002.

The Board has the right to not fill any or all Appendix B-2 positions.

Baseball:

Varsity, Head	7.0%
Junior Varsity	5.0%
Freshman	5.0%
Middle School	3.0%

Basketball:

Varsity, Head	10.0%
Varsity, Assistant	7.0%
Junior Varsity, Head	7.0%
9th Grade	7.0%
8th Grade	5.0%
7th Grade	5.0%

Cross Country:

Head	5.0%
Assistant	3.0%
Middle School.....	3.0%
Middle School, Assistant	2.0%

Football:

Varsity, Head	10.0%
Varsity, Assistant	7.0%
Junior Varsity, Head	7.0%
Junior Varsity, Assistant	6.0%
9th Grade, Head	7.0%
9th Grade, Assistant	6.0%
7 th Grade, Middle School, Head	5.0%
8 th Grade, Middle School, Head	5.0%
Middle School, Assistant	4.0%

Golf:

Head	5.0%
Junior Varsity.....	3.0%

Hockey:

Head	10.0%
Assistant Hockey	4.0%

Pom-Pon (full year):

High School	3.0%
Junior Varsity.....	2.0%
Middle School.....	2.0%

Cheerleading Sponsor:

High School:	
Head	5.0%
Assistant	3.0%
Middle School.....	3.0%

Soccer:

Varsity	7.0%
Junior Varsity.....	5.0%

Softball:

Varsity	7.0%
Junior Varsity	5.0%
Freshman	5.0%
Middle School.....	3.0%

Tennis:
 Varsity5.0%
 Junior Varsity3.0%

Track:
 Head7.0%
 Varsity, Assistant5.0%
 Middle School Head5.0%
 Middle School Assistant4.0%

Volleyball:
 Varsity10.0%
 Varsity, Assistant7.0%
 Junior Varsity7.0%
 9th Grade7.0%
 8th Grade3.0%
 7th Grade3.0%

Wrestling:
 Varsity10.0%
 Junior Varsity7.0%
 Middle School3.0%

Bowling
 Varsity5.0%

APPENDIX B-3 - MUSIC COMPENSATION

Compensation for the following positions will be based on the teacher's current Appendix A salary.

An employee who is in a position that was decreased in pay as a result of the changes and continues in that same position in the next year shall be grandparented at the higher percentage each successive year for as long as that teacher continues in that position. If the teacher does not work in that position for one year for any reason other than an approved sick or child rearing leave and then resumes in that position in a future year, he/she shall no longer be grandparented. Grandparenting rights shall go to those employees who were in the affected position during the 2001/2002 school year.

A list of grandparented employees can be found in the letter of agreement dated November 20, 2002.

The Board has the right to not fill any or all Appendix B-3 positions.

HS Instrumental	6.5%
HS Symphonic Band Assistant	4.0%
HS Marching Band.....	3.5%
HS Marching Band Assistant	3.0%
HS Orchestra	2.5%
HS Jazz Band/Pep Band	2.0%
MS Band	5.0%
MS Orchestra.....	5.0%
MS Jazz Band.....	2.0%
MS Vocal	3.0%
HS Vocal Music	9.0%
(Minimum 3 concerts per year)	
HS Musical.....	5.0%
Pit Orchestra for Musical.....	2.0%
Elementary Vocal.....	0.5%
HS Marching Band Camp	9.0%
(Includes PreBand Camp and Marching Band by the Band Director)	

APPENDIX B-4 - SPORTING EVENT WORKERS

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

*Seniority for the purpose of B-4 only will be based on years of service in each sport season.

APPENDIX C - FRINGE BENEFITS

The Board shall provide employees the following insurance protection for a full twelve (12)-month period under a Cafeteria 125 Plan:

- A. Health Insurance: Employee health insurance protection is provided subject to the following exceptions:
1. If a husband and wife are both members of the bargaining unit, either may elect health insurance coverage;
 2. Teachers covered by another health care plan are not eligible for health insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance, the employee will receive full District health care benefits for which he/she is entitled subject to Board of Education approval.

Full family MESSA health insurance coverage is provided for the employee and his/her eligible dependents including sponsored dependents as defined by MESSA and its underwriter. The employee shall pay any required deductible for his/her selected MESSA program. This provision shall remain unchanged for the life of the contract.

Effective May 1, 2011, eligible employees will be provided the following MESSA health insurance programs:

- \$200/\$400 In Network-Deductible
- \$10/\$20 Drug Card
- \$20/\$25/\$50 OV/UC/ER
- Riders included: XVA2, Adult Immunizations

Both the District and the employee will contribute to the cost of the employee's health premium. There will be no employee contribution towards health care costs from May 1, 2011, until September 1, 2011. Effective September 1, 2011, the District will contribute 92% of the premium cost of the employee's health insurance; the employee will contribute 8% of the premium cost of their health insurance.

The District will set aside 100% of the money saved by the District from May 1, 2011 to June 30, 2011 due to the change in insurance (less FICA and Retirement) to be paid out as a one time off scale payment distributed to each member equal to the savings for that employee. The payment will be on the 21st pay of the 2010/2011 school year, June 10, 2011. (Based on March 2011 District's Health Insurance cost.)

Any savings realized by the District during the months of July and August due to the change in insurance (less FICA and Retirement) will be divided equally and paid out as a one time off scale payment on the 1st pay in October, October 14, 2011. (Based on March 2011 District's Health Insurance cost.)

The annual premium is defined as the monthly premium for September of each year times twelve (12).

The employee contribution will begin with the first paycheck of the school year in September, and be paid in twenty-one (21) equal deductions.

Employees will have the amount of their contribution deducted from their pay automatically and need to take no action for the deduction to begin. Any deduction will be made with after tax dollars unless the employee implements the pre-tax dollar plan.

Employees may pay the employee contribution with pre-tax dollars under an IRS Section 125 Premium Contribution Plan. Under a Premium Contribution Plan, employees can avoid federal and state income taxes, and FICA taxes. They will have to pay MPSERS retirement contributions.

Employees need to sign up/enroll in the pre-tax Premium Contribution Plan during open enrollment and specify the amount to be set aside in the tax-free fund. Insurance open enrollment will be in May.

B. Cash Options:

Employees not electing health insurance coverage under the provisions of this Agreement shall receive a benefit of two thousand dollars (\$2,000) per year.

C. Dental Insurance: The Board shall provide dental insurance, MESSA/Delta Dental 80/80/80/70/ with \$1,000 annual maximum in classes I, II, and III, and a \$1,500 lifetime maximum in class IV (orthodontics) for all employees of the bargaining unit and their eligible dependents, or a plan with equal specifications and coverage.

The dental plan shall include internal and external Coordination of Benefits (COB), with the premium for those employees based on 50%-50% co-pay.

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

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

- E. Long Term Disability Insurance: MESSA Plan II LTD Insurance with the following features:
66-2/3% to age 65. 120 days modified fill. Educational Supplement Program.
1. The Maximum Modified Benefit shall be 66 2/3% of the teacher's pay on the salary schedule
 2. Pre-existing Condition
 3. Social Security Freeze
 4. Mental/Nervous Waiver
 5. Alcoholism and Drug Addiction Waiver
 6. Regular Occurrence Waiver - 5 year
 7. C.O.L. (inflation control)
 8. Rehabilitation (50% of rehabilitation offset)
 9. Layoff protection up to three (3) months
 10. Six-month recurrent disability clause
 11. Minimum 10% benefits
 12. Age 65-minimum 12-month guarantee
- F. Vision Insurance: The Board shall provide vision insurance, MESSA VSP3, or a plan with equal specifications and coverage.
- G. Cafeteria 125 Plan: The District shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and the administration of benefits under the Section 125 plan shall be borne by the employer.
- H. Annual Open Enrollment Period: There shall be an open enrollment period each year as jointly established by MESSA, the Board, and the Association. The Board shall provide insurance forms and application to each employee upon employment. It shall be the responsibility of each employee to keep the Board apprised of changes which affect insurance coverage.
- I. Cancellation of Insurance Coverage: In the event an employee is terminated, goes on an unpaid leave or resigns during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12)-month insurance year earned at the time of the termination or resignation. A teacher may elect to continue fringe benefit coverage at the group rate to the extent allowable by the carrier. An employee who completes his/her contractual obligation shall be entitled to a full twelve (12) months coverage.
- J. Insurance Coverage for Part-Time Employees: The Board shall provide part-time employees with the following insurance protection for a full twelve-month period: employees working over fifty percent (50%) will receive one-hundred percent (100%) coverage and shall pay the same employee contribution as full-time employees, as defined in Appendix C, "Fringe Benefits." Employees working fifty percent (50%) or less will receive fifty percent (50%) coverage and shall pay the same employee contribution as full-time employees plus fifty percent (50%) of the District contribution as defined in Appendix C, "Fringe Benefits."

- K. A teacher shall be charged 1/260th of the cost of his/her fringe benefits beginning with the third unapproved dock day of the school year and/or beginning with the sixth approved dock day. No charge will be assessed during the ten day waiting period required by the Sick Leave Bank. For a teacher using the Family and Medical Leave Act leave (maximum 12 weeks), this charge will not begin until this leave is completed. Fringe benefit costs shall include the District's costs for medical, cash in lieu, LTD, life insurance and administrative fees for dental and vision coverage. The amount shall be automatically deducted from his/her paycheck.

**APPENDIX D-1 - K-12
School Calendar 2011/2012**

August 30, 2011	District Teacher PD Day
August 31, 2011	Teacher Work Day
September 6, 2011	First Day of School
November 3, 2011	End of First Marking Period
November 4, 2011	No School for Students Teacher Work Day (½ PD–½ Records Day)
November 10, 2011	No School for Students Parent-Teacher Conferences
November 11, 2011	No School for Students & Teachers
November 24-25, 2011	No School for Students & Teachers Thanksgiving Break
December 23, 2011 – January 2, 2012	No School for Students & Teachers Winter Break
January 16, 2012	No School for Students & Teachers Martin Luther King Day
January 26, 2012	End of First Semester
January 27, 2012	No School for Students Teacher Records Day
February 20, 2012.....	No School for Students & Teachers Mid-Winter Break
March 29, 2012	End of Third Marking Period
March 30, 2012	No School for Students Teacher Work Day (½ PD–½ Records Day)
April 2-6, 2012.....	No School for Students & Teachers Spring Break
May 28, 2012.....	No School for Students & Teachers Memorial Day
June 12, 2012	Half Day for Students
June 13, 2012	Last Day for Students–½ Day for Students
June 14, 2012	Last Day for Teachers – ½ Day

**APPENDIX D-2 - Hill Elementary Year Round School K - 4
School Calendar 2011/2012**

August 11, 2011	Teacher Work Day
August 15, 2011	First Day of School
August 30, 2011	No School for Students District Teacher PD Day
September 2-5, 2011	No School for Students & Teachers Labor Day Break
October 27, 2011	End of First Marking Period
October 28, 2011	No School for Students Teacher Work Day (½ PD–½ Records Day)
October 31 - November 3, 2011	Intersession I – Optional
November 4, 2011	No School for Students & Teachers
November 10, 2011	No School for Students Parent-Teacher Conferences
November 11, 2011	No School for Students & Teachers
November 24-25, 2011	No School for Students & Teachers Thanksgiving Break
December 22, 2011 – January 2, 2012	No School for Students & Teachers Winter Break
January 13, 2012	End of First Semester
January 16, 2012	No School for Students – MLK Day Teacher Records Day
February 17-20, 2012	No School for Students & Teachers Mid-Winter Break
February 21-24, 2012	Intersession II - Optional
March 28, 2012	End of Third Marking Period
March 29, 2012	No School for Students Teacher Work Day (½ PD–½ Records Day)
March 30 - April 6, 2012.....	No School for Students & Teachers Spring Break
May 18, 2012.....	No School for Students & Teachers
May 21-24, 2012	Intersession III - Optional
May 25-28, 2012	No School for Students & Teachers Memorial Day Break
June 12, 2012	Half Day for Students
June 13, 2012	Half Day for Students
June 19, 2012	Last Student Full Day
June 20, 2012	Last Day for Teachers – ½ Day

APPENDIX D- 3 - NEW TEACHERS

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

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

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

APPENDIX E - REIMBURSEMENT FOR UNUSED SICK DAYS

A. Buy Back of Sick Days (up to 150 days) upon resignation or retirement:

A teacher who resigns or retires shall receive twenty dollars (\$20) for each unused sick leave day he/she has accumulated between zero (0) and one hundred (100) days, and forty dollars (\$40) for each unused sick leave day he/she has accumulated more than one hundred (100) days up to a maximum of one hundred fifty (150) days. A teacher must give notice of his/her retirement or resignation prior to July 1 in order to receive such payment. Payment may be provided to teachers who resign or retire following the July 1 deadline, at the option of the Board, depending upon the timeliness of the notice and the ability of the District to fill the position.

Any teacher hired after January 1, 2005 with less than five (5) years' seniority at the time of separation will not be eligible for the sick day buy back. These unused sick days will be donated to the teachers' Sick Leave Bank.

B. Buy Back of Sick Days in Excess of One Hundred (100) for Retirees:

1. Teachers retiring at the end of June are eligible for medical coverage from MPSERS for July and August. Pursuant to this agreement, teachers may choose to cancel their MESSA medical coverage provided under the contract for July and August so they can receive the sick day benefit set forth in #3 below.
2. Any teacher retiring at the end of June and who waives their MESSA medical coverage for July and August will have their MESSA premium savings pooled with the savings from other teachers electing this option.
3. Any retiring teacher not enrolling in MESSA for primary coverage from the Davison Community Schools during July and August will be paid for the number of accumulated sick days they have above 100 and up to 150 days, for a maximum of 50 days. (The 150 day accumulation limit herein is equal to the 140 day accumulation limit stipulated in Article IX.D.2 plus the ten days a teacher might have remaining from the current school year allocation - per Article IX.D.1) This pay out shall come from the pooled premium savings set forth in #2 above. This pay out shall be in addition to the benefit paid per day as set forth in Appendix E, Paragraph A.
4. The deadline for waiving the July and August MESSA coverage is May 1 of each year. This waiver must be provided by the teacher in writing on the form provided by the District.

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

1. It is recognized by the DEA and the Board of Education that, during the course of a school year, special events will occur which will place teachers in a position of teaching or supervising students during their preparation periods.
2. If the special event* is teacher initiated, such as for a field trip, then no compensation will be expected or paid for loss of preparation time.
3. If the special event* is administrator initiated, then compensation will be provided (see #4 below), so long as the activity resulted in less daily preparation time than the minimum required by the master agreement.
4. When compensation is to be provided, it will be calculated on the teacher's hourly rate of pay (see Article IV.B.1 for calculation of hourly rate)
5. The parties also agree that the current practice of conducting IEPT's during teacher planning periods will not be changed by this agreement.

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

APPENDIX G - VOLUNTARY UNPAID STAFF REDUCTION LEAVE OF ABSENCE

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

However, the teacher may pay for continuation of medical insurance or other insurance, if permitted by the applicable insurance carrier, plan, or program.
 - d. Accumulated sick days and personal business days shall remain credited to the teacher but shall not accumulate during the leave.
 - e. The teacher shall continue to accumulate salary schedule credit and longevity credit during the leave.
 - f. The teacher shall not lose, nor accrue, seniority while on leave consistent with Article VIII, Section C.
 - g. The teacher shall not be credited with time toward state retirement while on leave, and the Board shall make no retirement contribution for the teacher.

6. The teacher, upon return to active teaching, will be restored to his/her position, if available, or to a position for which he/she is certified and qualified.
7. Any grievance regarding implementation of this Appendix shall be filed within five (5) calendar days at level three (3) of the grievance procedure. The Board shall schedule a hearing within five (5) days of receipt of the grievance. It shall issue a decision within five (5) days of the hearing.

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

APPENDIX H - DAVISON SCHOOL DISTRICT GRIEVANCE FORM

DAVISON SCHOOL DISTRICT GRIEVANCE FORM

Any grievance is to be submitted to the appropriate administrator as stated in Article XV of the Master Agreement. The administrator or secretary will sign for receipt of the grievance, giving a copy to the grievant and forwarding a copy to the Assistant Superintendent. It is the grievant's responsibility to forward a copy to the Association Grievance Chair, and the Grievance Chair's responsibility to provide a copy to the MEA Uniserv Director.

Grievance Problem: _____

Level One

Name of Grievant _____ Date filed _____

School _____ Assignment _____

Individual Grievance _____ Association Grievance _____

Contract Citation: _____

Statement of Grievance:

Relief Sought:

Signature of Grievant _____ Date: _____

Signature indicating receipt of grievance: _____ Date: _____

Disposition of Building Principal:

Signature of Principal _____ Date: _____

Signature Indicating Receipt of Disposition _____ Date: _____

Level Two
Assistant Superintendent

Position of Association:

Relief Sought:

Signature Indicating Receipt of Grievance: _____ Date: _____

Disposition of Assistant Superintendent or Designee

Signature of Assistant Superintendent _____ Date: _____

Signature Indicating Receipt of Disposition: _____ Date: _____

Level Three
Board of Education Hearing

Position of Association

Signature Indicating Receipt of Grievance _____
Date: _____

Disposition of Board

APPENDIX I - ABSENCE DURING PARENT-TEACHER CONFERENCES

- A. Any teacher who is absent during parent-teacher conferences must still fulfill his/her professional responsibilities with respect to parent-teacher conferences.
- B. A teacher may apply to use personal leave time (see Article IX.H) during parent-teacher conferences but on a very limited and restricted basis as follows:
 - 1. The application must be submitted 30 days prior to the event unless the teacher does not learn of the event until later, in which case the application shall be submitted as soon as possible.
 - 2. The application must include plans for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.
 - 3. An application will be approved only if it is for an activity that cannot be rescheduled and that is an infrequent and very important personal event.
 - 4. Approval by the administration is not automatic and may be denied.
 - 5. Once the teacher has documented to the Administrator's satisfaction that sufficient meeting or communication with parents has occurred, the personal leave time which was charged will be reinstated.
- C. A teacher may apply to use his/her accrued sick leave time if absent due to illness (see Article IX.D) during parent-teacher conferences.
 - 1. The application must be submitted prior to the parent-teacher conference if possible or as soon thereafter as possible.
 - 2. The application must include plans for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.
 - 3. Once the teacher has documented to the Administrator's satisfaction that sufficient meeting or communication with parents has occurred, the sick leave time which was charged will be reinstated.
- D. A teacher who is not eligible for personal or sick leave time will have his/her pay docked but must still make arrangements for contacting parents in advance of the parent-teacher conferences and for meeting with or communicating with the parents on progress of their children in a manner satisfactory to the building principal.

APPENDIX J - GREAT START READINESS PROGRAM (GSRP)

1. All current and future Great Start Readiness Program (GSRP) teachers shall be in the DEA bargaining unit.
2. To teach in the GSRP, teachers must meet the requirements set by the Michigan Department of Education.
3. The current wages for the teachers in the GSRP shall be as follows:
 - a. Step 0 \$20.00 per hour
 - b. Step 1 \$21.00 per hour
 - c. Step 2 \$22.05 per hour
 - d. Step 3 \$23.15 per hour
 - e. Step 4 \$24.31 per hour

Credit may be given to newly hired teachers for teaching experience gained prior to service in the GSRP.

Salary experience credit while teaching in the GSRP, including credit for the 2009-2010 school year, shall continue unchanged.

4. Other terms and conditions of employment of GSRP teachers shall continue unchanged except as follows:
 - a. GSRP teachers shall accrue seniority within the program. GSRP teachers shall get one hour of seniority and salary credit for each hour of instruction.
 - b. Teachers who may work in both the GSRP and K-12 program shall accrue seniority separate of each other. GSRP (Great Start Readiness Program) teachers hired before March 31, 2010, (date of the Letter of Agreement between the DEA and District Administration establishing that GSRP teachers will accrue seniority in the GSRP program, but not as regular members of the DEA) will be grandfathered with regards to seniority in the DEA and earn up to one (1) full year of seniority in the regular DEA.
 - c. The following articles shall apply:
 - I Recognition
 - II Board Rights
 - III Teacher and Association Rights
 - IV Professional Compensation and Reimbursement
(C, D, F-J apply)
 - IX Leaves
 - X Indemnity
 - XI Teacher Evaluation

- XII Discipline of Teachers
- XIII Protection of Teachers
- XIV Negotiation Procedures
- XV Grievance Procedures
- XVI Teacher Absence
- XVII Miscellaneous Provisions
- XVIII No Strike Clause
- XIX Duration of Agreement

- Appendix B Extra Duty
- Appendix E Reimbursement of Unused Sick Days
- Appendix F Compensation for Loss of Planning Time
- Appendix G Voluntary Unpaid Staff Reduction Leave of Absence
- Appendix H Grievance Form
- Appendix K CMC Ongoing Problem Solving

- d. GSRP and K-12 teachers shall have the right to apply for but not the right to bump into or use their seniority to acquire a position in the other program except as defined below and subject to the Tenure Act.

K-12 teachers may use seniority if they are laid-off to bump into or to be recalled to a position in the GSRP program but subject to number two (2) above regarding qualifications and the Tenure Act.

Such teachers shall be paid accordingly to the pay scale under #3 of this Letter of Agreement.

Bumping into or being recalled to a position in the GSRP will not affect a teacher's recall rights to a K-12 position as granted in Article VIII.

Laid off GSRP teachers shall have the right to be recalled to the first GSRP vacancy for which they are certified and qualified in order of GSRP seniority for up to five (5) years from the effective date of layoff and subject to the Tenure Act.

- e. The Great Start Readiness Program is funded solely on grants from the State of Michigan.

Non-renewal of this grant, or reduced funding, could result in the need to lay-off GSRP teachers. Layoff will occur in the reverse order of GSRP seniority.

APPENDIX K - CMC ONGOING PROBLEM SOLVING

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

In addition to the issues settled in negotiations, there are remaining issues which the parties have agreed to continue to attempt to resolve through the Contract Management. The process for bringing problems to the Contract Management Committee is set forth in Article XIV.

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