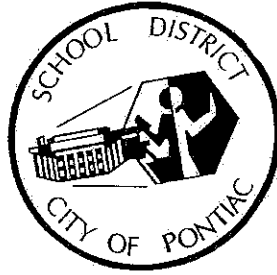
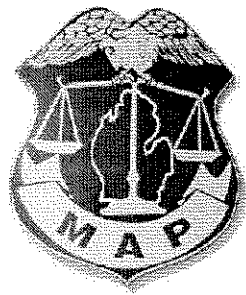


Master Agreement between the
Board of Education of the
School District of the City of Pontiac



and

The Michigan Association of Police



January 1, 2012 to June 30, 2014

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**MASTER AGREEMENT BETWEEN THE
PONTIAC SCHOOL DISTRICT
AND
THE MICHIGAN ASSOCIATION OF POLICE**

ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Association. Also, to set forth terms with respect to rates of pay, wages, and other conditions of employment. The Board and the Association shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision of the Agreement. The provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, handicap, race color, creed, national origin or political affiliation. The Board and Association will continue to work together to assure equal employment opportunities to all.

The term "Board" and "Association" shall include authorized officers, representatives and agents. Despite reference herein, the "Board" and Association" as such, each reserves the right to act hereunder by committee or designated representative.

The term "Employee" shall refer to personnel defined in the Recognition Article.

ARTICLE 2 RECOGNITION

This Agreement entered into between the School District of the City of Pontiac, a Michigan Municipal Corporation (hereinafter referred to as the "Employer"), and the Pontiac School District Police Authority Officers Association, affiliated with the Michigan Association of Police (hereinafter referred to as the Union").

Employees covered pursuant to and in accordance with all applicable provisions of Act 370 of the Public Acts of 1065 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Police Authority Officers excluding supervisory and executive personnel.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, as amended for the duration of this agreement.

ARTICLE 3 MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment over which the Board is legally required to bargain and which are legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the terms of this Agreement, and shall not be unilaterally changed, provided that this provision shall not affect the authority of the Board. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

The Chief of Security shall have the right to adopt reasonable rules and regulation, though this Agreement shall supersede such existing rules and regulations inconsistent herewith. Before implementing any changes in such existing rules, the Chief of Security shall notify the Association and discuss the changes with the Association. Emergency situations shall be exempted from this provision.

ARTICLE 4 BOARD RIGHTS

- Item 1 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- Item 2 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- 2.1 Manage and control its business, its equipment and its operations and to direct the workforce and affairs of the Board.
 - 2.2 Continue its rights, policies, practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing and the right to establish, modify or change any work or business or school hours or days.
 - 2.3 Direct the workforce, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to

employees, determine the size of the workforce, job content and to layoff employees.

- 2.4 Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- 2.5 Adopt reasonable employee rules and regulations.
- 2.6 Determine the qualifications of employees, including physical conditions.
- 2.7 Determine number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relation of closing of offices, department, divisions or sub-divisions, buildings or other facilities.
- 2.8 Determine the placement of operations, production, service maintenance or distribution of work and the source of materials and supplies.
- 2.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 2.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- 2.11 Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
- 2.12 Establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference etc., by employees, including special programs. Employees who are required by the Board to attend the aforementioned activities will do so at no cost to the employee.
- 2.13 Extend or curtail any or all services presently provided in that the fiscal capacity of the School District is predicted solely upon taxes and other public funds.
- 2.14 Establish a chain of command necessary to promote a safe school environment.

Item 3 The Code of Conduct (see Exhibit E) will be incorporated into the contract.

ARTICLE 5 EMPLOYEE RIGHTS

Nothing contained in this Agreement shall be construed to deny or to restrict rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or application laws or regulations and the Constitutions of Michigan and the United States. The rights granted of employees in this Agreement shall be deemed in addition to those proved by the board policy or established procedure. The Board shall not directly or indirectly discourage employees in the employment of the above rights nor shall they be discriminated against in any way because of their activities in the Association to achieve these rights.

Use of District Buildings: The Association shall be permitted to use school buildings for regular and special business meetings of the Association and for committee meetings on Association business, provided that such use is requested and can be arranged in advance without disrupting other commitments or use of premises and does not incur additional cost to the Board. The normal school operation employee assignments and the management of pupils shall not be disrupted as well.

Access to District/Member Information: In response to reasonable requests, the Board shall provide the Association with information concerning the financial resources of the District, including the annual financial reports and audits, preliminary and final budget documents, treasure's reports, agendas and minutes of Board meetings and membership data. Information on file in the personnel office on bargaining unit members as well as other recorded information that is readily available to assist the Association in representing employees, shall be available to assist the Association.

Release Time: The association's President and Vice President shall be granted release time not to exceed ten (10) days without pay to take part in out of district business, which pertains to the Association. The Association shall provide a written request at least five (5) days prior to the date requested. Release time requests shall be submitted to the Chief of Security and approved at his discretion on availability and the need of the district.

ARTICLE 6 DEDUCTION OF DUES

Employees hired by the Board, as a condition of continued employment, shall become a member of the Association or pay to the Association a sum equivalent to the dues of the Association. Each member will be required to complete a Dues Check-Off Authorization Form to be submitted to the Board on the date of hire.

Employees who are represented by the Association may authorize the Board to pay their service fees or dues to M.A.P. and to deduct the amount of the dues or service fees from each bi-weekly paycheck. Deduction in dues shall begin with the first regular paycheck of the school year and continue to the last paycheck for the school year.

Upon receipt of an invoice from M.A.P. the Board will submit payment of authorized dues along with a list of members whom the deductions have been made, the amount deducted and indicating any changes in personnel from the list previously furnished.

Members that are laid off, off for the summer, rehired, or reinstated shall have their dues or service fees automatically deducted upon return to employment with the School District without signing another written authorization form.

Employees of the School District that are demoted or transfer into the Association, shall as a condition of continued employment become a member of the Association or pay the Association a sum equivalent to the dues of the Association.

If the courts find that P.A. 53, Union Dues Deduction is illegal, the District will continue union dues deductions as provided in the agreement. If the courts determine P.A. 53 is legal, as a condition of continued employment, members shall pay union dues or service fees that are equivalent to union dues to the Union, Michigan Association of Police (MAP) upon receipt of an invoice. The District agrees to notify the Union thirty - (30) days prior to discontinuing the dues deduction from its members.

ARTICLE 7 HOURS OF EMPLOYMENT

- Item 1 The Board shall determine the hours of employment of employees. The total hours assigned each employee shall be determined by needs of each individual school program. Employees shall be offered the most hours available as determined by the Board.
- Item 2 The lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the building and/or department. Such lunch period shall be considered a part of the regular paid workday and shall be a minimum of thirty - (30) minutes.
- Item 3 Employees working eight (8) hours per day shall be entitled to two (2) fifteen minute daily rest periods. Rest periods shall be considered as a part of the regular paid workday and shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Employees shall be on call at times including lunch and rest periods.

- Item 4 The daily schedule may be adjusted to allow attendance of required meetings beyond the regular workday.
- Item 5 Employees shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) paid hours in any workweek, or for work on Saturdays, Sundays, holidays.
- Item 6 The availability of overtime and the number of available hours shall be determined solely by the District. Overtime work shall be distributed equally to employees in the same building who have completed their probationary period. A continuous record of overtime hours charged to each employee shall be kept by the Chief of Security or his designee and shall be posted on the departmental bulletin board.
- Item 7 The opportunity to work overtime shall be offered to the employee who has the least number of overtime hours credited at the time. If this employee does not accept the assignment, the employee will be charged for the overtime hours involved and the employee with the next higher number of overtime hours credited shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an employee is absent with pay when overtime is offered, the employee will be placed on the list based on their hours.
- Item 8. It shall be understood that each officer may be required to perform overtime duty, but overtime shall be distributed in a fair and equitable manner. There shall be an attempt to equalize overtime within the department. In the event that the Chief of Security or his/her designee cannot reach an employee during their shift or otherwise to offer overtime, or the employee refuses the overtime, the employee shall be charged with those overtime hours unless it is within 12 hours of the event.

ARTICLE 8 OTHER CONDITIONS OF EMPLOYMENT

Section A. Transfers

- Item 1 A transfer is a lateral move from one building to another within the same job classification and with the same wage compensation.
- Employees that are interested in changing positions shall submit a request form to the Personnel Department within the time specified on the posting.
- Item 2 The Board shall have the right to determine the assignment of employees.

Item 3 Whenever permanent vacancies or new positions are posted, qualified employees shall be provided an opportunity to interview and/or test for the position. The most qualified employee applying for the vacancy shall be selected. A position that has been vacated by an employee who has retired, quit or been discharged by the Board shall be posted no later than ten (10) working days after said employee vacates the position, unless the Board has determined that the position will not be filled.

Whenever a permanent vacancy arises, the Board shall post a notice of such vacancy on each designated bulletin board of a period not less than ten (10) calendar days. The notice shall include a description of the job and any qualifications the successful candidate must possess, starting and ending times, the low and high wage of the position, location of the actual job site. Any employee interested in submitting a bid on any posted position shall do so in accordance with directions included on the posting.

An employee must remain in the assigned classification for one (1) year except when awarded a position in a higher classification or when the Board determines that a transfer is necessary to ensure the efficiency of operations.

Item 4 When involuntary transfers from one building to another are necessary, volunteers will be solicited. If volunteers are not available, the District will assign staff in the best interest of student safety. Involuntary transfers shall not be a form of discipline.

Item 5 Administration shall only make internal transfers, which are in the best interest of the district and upon five (5) days notification to the affected employee with a copy to the Association, except in cases of emergencies.

Section B. Postings

Job vacancies in positions of shall be posted in all schools during the regular school year prior to the filling of vacancies. Job vacancies will be posted on the staff bulletin board. A copy of job postings and notification of employees awarded posted vacancies shall be sent to the Association President by the Board in writing. In the event a posted vacancy is not to be staffed, employees responding to the positing and the Association President shall be notified.

Section C. Substitutes

Item 1 Substitutes may be used to fill the position of an employee who is on an approved leave for the duration of such leave or the end of the fiscal year, whichever occurs first.

Item 2 An employee will inform the District at the time of layoff if he/she is interested in substitute work. Unless otherwise determined by the District, substitute work in

the bargaining unit will be awarded from among those qualified who have so informed the District. Substitutes will only be used for overtime if regular bargaining unit members are not available. All substitutes will be paid at the rate of \$12.00/hour with no benefits.

Section D. PA 330 Certification

As a condition of employment, bargaining unit members are required to maintain PA 330 certification. The employer agrees to provide the annual training necessary for PA 330 Certification. Employees are required to attend such training. If an employee fails to attend the training provided by the district, the employee is responsible to obtain training on his/her own.

Section E. Seniority

- Item 1 One school year (194 work days) of a new employee's employment shall be a probationary period. A probationary employee shall have no security in the classification in which employed and may be discharged at any time during the probationary period, if in the opinion of the Board the employee is not suited to the District's needs.

- Item 2 An employee continued in employment for more than one school year (194 work days) shall have seniority rights within the District. Such seniority shall be computed from the date of employment in this unit and is defined as length of continuous service in this unit.

- Item 3 All seniority rights shall terminate by reason of layoff after eighteen (18) months from the date of layoff or if the employee fails to return to work when recalled in accordance with the Recall Section in the Article.

- Item 4 The Board shall maintain an up-to-date seniority list at all times and make this available to the Association upon request. The seniority list shall include the employee's name, job title, work location, rate of pay, number of hours worked and date of hire.
 - 4.1 If two (2) or more employees have an identical period of bargaining unit seniority, seniority shall be determined by the alphabetical order of the last name from A to Z at the time of hire.

- Item 5 An employee's seniority shall terminate if the employee:
 - 5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;

- 5.2 Is absent from work for three (3) consecutive days without notifying the supervisor prior to such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- 5.3 Following a layoff for lack of work or funds, the employee fails or refuses to notify the Board of his/her intention to return to work within three (3) calendar days after written notice, sent by certified mail of such recall, is sent to the employee's last address on record with the Board or, having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after the receipt of such notice or upon the day established for the employee's return, whichever is later.
- 5.4 Fails to request a leave of absence or does not return to work within three (3) workdays immediately following the termination of a leave of absence or vacation, unless, in the latter case, the employee presents a justifiable reason acceptable to the Board that it was impossible for him/her to return at the expiration of such leave or vacation.
- 5.5 Is laid off for lack of work or funds for a continuous period equal to the seniority, which the employee had acquired in the bargaining unit at the time of layoff or eighteen (18) months, whichever is greater.
- 5.6 Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.

Section F. Layoff

- Item 1 Reductions in the workforce shall be affected through the following procedures:
 - 1.1 Probationary employees in the affected classification and/or program shall be immediately laid off first.
 - 1.2 Layoff shall be done in reverse order of hire date. Any ties shall be resolved by the employee's last name at the time of hire from Z to A.
- Item 2 Employees to be laid off shall be given at least ten (10) calendar days advance written notice of the layoff except when the layoff is caused by circumstances beyond the Board's control.
- Item 3 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, employees immediately affected may be laid off without notice and regard for seniority.
- Item 4 Laid off employees must accept recall to positions with the same or higher rate of pay or with the same number of working hours as his/her original position for

which he/she qualifies. Employees who refuse recall to positions with the same or higher rate of pay or same number of working hours shall be stricken from the recall list, and seniority shall terminate.

- 4.1 If an employee accepts a position, his/her name shall be removed from the recall list. The employee shall be able to bid on posted positions.
- 4.2 An employee may refuse recall to a position with fewer hours than his/her original position without losing his/her rights to recall.
- 4.3 An employee will inform the Board in writing at the time of layoff that he/she is interested in recall to a position. Failure to do so within ten (10) calendar days from the date of layoff will result in being stricken from the recall list.
- 4.4 An employee who refuses recall to a position with fewer hours or a lower rate of pay shall not be offered recall to such positions.

Item 5 Proposed reductions in personnel shall be reviewed with the Association prior to being submitted for approval to the School Board and implementation. These discussions will cover, but not be limited to, the necessity of reduction, the degree of reduction, the financial situation of the School District and the educational plans.

Item 6 When a reduction in the workforce is necessary or program/building closing affects employees; the district will reassign employees to the extent of the available positions.

Section G. Recall

Item 1 Recall shall be done by seniority. Therefore, the most senior employee on the recall list shall be offered his or her job back before any employee with less seniority. No employee on probation shall be recalled as long as there are employees with seniority on layoff. An exception to this rule would be if the senior employee was found to be unable to return to work due to medical reasons. Recall shall be by written letter to the employee's last known address on file with the Board. The letter shall require that the employee report for work within five (5) calendar days after the date of delivery or proof of non-delivery.

The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within five (5) calendar days after receipt of the written notice of such recall, or having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after such notice is received or upon the day established by the Board for his/her return, whichever is later.

- Item 2 The Board shall remove an employee from the recall list if the employee has been laid off for lack of work or funds for a continuous period of eighteen (18) months.

Section H. Assignment of Summer Work

Employees for summer work shall be selected in the following manner:

All employees shall be split into three groups according to their last name at the time of hire. The three groups shall be in accordance with the following groupings: A-J, K-R, and S-Z.

Each year summer work shall be rotated amongst the aforementioned groups to ensure an equitable distribution of the same. Moreover, summer work shall be assigned progressively to employees in each group by last name. In the event an employee received summer work the previous school year they shall be ineligible for work the following summer until all other bargaining unit members have been placed or have refused the assignment.

Section I. Evaluation and Supervision

- Item 1 All Police Authority Officers shall be supervised by and report to the Chief of Security and the building principal or his/her designee. Each employee will be evaluated every year after the completion of the probationary period. Probationary employees will be observed and/or evaluated at the discretion of the Board.
- Item 2 Those employees being evaluated will be notified in writing by the Chief of Security.
- Item 3 The Chief of Security, the employee and a building administrator shall meet in a pre-evaluation conference to discuss at least one mutually agreeable professional goal to be worked on during the school year. The employee, the Chief of Security and the building administrator will discuss strategies for accomplishing the goal, resources available to aid in the accomplishment of the goal and the desired outcomes. They shall set a mutually agreeable date for the submission of the employee's written plan for accomplishment of the goal.
- Item 4 At the pre-evaluation conference, the employee, the Chief of Security and administrator will discuss whether observations will be scheduled by the administrator as part of the evaluation process. The final decision with respect to observation is reserved to the Chief of Security. The time of the observation shall be determined by the Chief of Security. All observations shall be reduced to writing and discussed with the employee.
- Item 5 The final evaluation form will be discussed with the employee and progress on the mutually agreed upon goal will be included in the discussion. A copy of the completed form shall be provided to the employee and shall be placed in the employee's personnel file.

- Item 6 If the Chief of Security and/or the administrator believe an employee is doing unacceptable work, the reasons shall be set forth in specific terms together with identification of the specific ways in which the employee is to improve, and of the assistance to be given by the employer towards that improvement. After a reasonable time for improvement, a follow-up review of any areas where performance deficiencies were reported shall take place. If the employee fails to make adequate improvement, the employee may be subject to adverse employment action up to and including termination.

Section J. Discipline

- Item 1 All information in the personnel files of the District regarding member's in the bargaining unit shall be treated in strict confidence by the Board.
- Item 2 Disciplinary action shall include oral reprimand, written reprimand, suspension and dismissal. Depending on the severity of the offense, discipline may begin with any disciplinary actions.
- Item 3 No non-probationary employee shall be disciplined without just cause.
- Item 4 Discipline shall occur if the employee fails to perform the duties required of the position in an acceptable manner, neglects the duties and responsibilities of the position or demonstrates inappropriate behavior or any other basis deemed appropriate by the Board.
- Item 5 An employee may request and shall be entitled to have an Association representative present when being disciplined. Any disciplinary action shall be done in privacy and in a discreet manner.
- Item 6 An employee is not required to provide a written statement regarding an incident without the opportunity to consult with a union representative, however, the District may require the employee to make a verbal statement immediately. Upon request, the employee is required to provide a complete written statement within two (2) workdays.
- Item 7 All allegations of misconduct not substantiated shall not be made a part of the member's official personnel file.
- Item 8 Upon mutual agreement between the Board and the Union, disciplinary action may be removed from the employee's personnel file after a period of two (2) calendar years provided the employee has had no further discipline during that time. Where required by law, the Board may maintain files for more than two (2) years.

Section K. Safety

A safety advisory committee shall be established to develop and report to the Chief of Security recommendations, which will improve the safety of the working conditions of employees. Two (2) members selected by the Association shall serve on the safety committee.

Section L. Health Requirements

- Item 1 New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.
- Item 2 Current employees shall furnish annual or triennial proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.

Section M. Staff Meetings

Except where exigent circumstances exist that in the discretion of the Chief of Security require otherwise, members shall not be required to attend more than one unpaid afterschool staff meeting per calendar month, which shall not exceed one hour. Additional staff meeting/training sessions shall take place when students have a half- day of school.

ARTICLE 9 GRIEVANCE PROCEDURES

Purpose

The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time-to-time within the definition of a grievance.

Definition

An employee with a complaint considered to be a violation of any of the provisions of the Agreement may register a complaint in the following manner:

Level One

The grievance must be presented to the immediate supervisor within five (5) workdays after the date of the occurrence or within twenty (20) workdays should extenuating circumstances exist. A written knowledge thereof or response will be provided within five (5) days.

Level Two

If the employee is not satisfied at Level One, a written grievance shall be filed with the designated administrator in the Personnel Department within five (5) workdays of the Level One hearing. The designated administrator in the Personnel Department shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The Association representative(s), Board representative(s) and grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

Level Three

If the grievant is not satisfied at Level Two, a written grievance shall be filed with the administrator designated to hear Level Three grievances within five (5) workdays of the written decision at Level Two. The administrator designated to hear Level Three grievances shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The Association representative(s), Board representative(s) and the grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

Level Four

If the Association is not satisfied at Level Three, the Association shall within fifteen (15) workdays of the written decision at Level Three and by written notice to the Board, request arbitration. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Association and the Board.

Within ten (10) workdays after such notice to arbitrate, the Association and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected will hear the matter as promptly as possible and will issue the decision within thirty - (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be advisory to the Board.

Association Representation

The employee at any step in the grievance procedure may request and have representation. Representative/s shall be permitted a reasonable amount of time in which to investigate grievances and must get authorization from their supervisor prior to leaving job assignment.

Exceptions

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Time Limits

No grievance shall be processed unless it is presented within five (5) workdays of its occurrence or within twenty (20) workdays should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer at any level of the grievance procedure within the specified time limits, the Association may pursue the grievance at the next Level.

ARTICLE 10 NO STRIKE CLAUSE

Item 1 Association officers and/or employees for the term of this Agreement and/or while negotiations are in progress shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act.

Strike shall also be defined to include slowdowns, stoppages, sit-in, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges, or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.

Item 2 In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expeditiously and quickly as possible by:

- 2.1 Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
- 2.2 Taking such other action, which it deems reasonable and appropriate to bring compliance with the terms of this Agreement.

- 2.3 Taking prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Association and its officers and membership disavow their actions.
- Item 3 There shall be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.
- Item 4 Should difference arise between the Board on the part of the Association if it promptly takes such action as indicated herein.
- Item 5 The Association agrees the Board has the right to discipline, including discharge, any or all employees who violate this Article.

ARTICLE 11 PAID LEAVE

Section A. Leave Days

- Item 1 Each employee who works one hundred- twenty (120) or more regular hours per month shall earn one (1) leave day per month. This section includes holidays and scheduled unpaid breaks as worked hours. These days may be used for the following reasons:
- 1.1 Personal illness, disability or quarantine of the employee.
- 1.2 Serious illness in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.
- 1.3 Death in the family.
- Item 2 Proof of illness, disability or death may be required upon request.
- Item 3 The unused portion of the leave days shall accumulate to one hundred (100) days.
- Item 4 An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.
- Item 5 All leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed.

Item 6 Improper use of paid leave days may be grounds for disciplinary action, up to and including termination.

Item 7 The District's Attendance Policy (see attachment will be incorporated into the contract.

Section B. Personal Business Leave Days

Item 1 Three (3) days per school year may be used as approved leave days.

Item 2 Personal Business days shall be deducted from accumulated leave days.

Item 3 Compensation time may be used in lieu of Personal Business Leave Days.

Item 4 Personal Business days may be used, but not limited to, for the following reasons:

- 4.1 Registration for on-campus college or university courses when such registration cannot be accomplished at a time other than the employee's regular work hours.
- 4.2 Religious holiday which require absence from work.
- 4.3 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.
- 4.4 Emergencies such as home fires, which require the employee's presence.
- 4.5 Leaves denied by immediate supervisors may be appealed with the Director of Personnel.

ARTICLE 12 UNPAID LEAVE

Item 1 Leaves of absence without pay may be recommended by the Chief of Security for serious illness, disability, quarantine, injury or disability in the immediate family or for education. Leave reasons and procedures are as follows:

1.1 Certified personal illness, disability or quarantine.

1.1.1 To apply for such a leave, a request must be presented in writing to chief of security. Proof of illness, disability or quarantine may be submitted to the Personnel Department. The Board may require the employee to see a physician of its choice to verify the health condition.

1.1.2 In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may require the employee to provide on a monthly basis a physician's certificate that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

1.1.3 To return from such leave, the employee shall immediately notify the Board in writing of the change to indicate anticipated return to work date and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

1.3 Education

1.3.1 To apply for such a leave, a written request must be presented to the Personnel Department accompanied by the study program which the employee is to pursue.

1.4 Association Business

1.4.1 To apply for such leave, a written request must be presented to the Personnel Department accompanied by appropriate certification that the employee holds a full-time position with the Association.

1.5 All employees entering active duty for the United States military service shall have return rights for employment governed by applicable Veteran Reemployment Rights Law, copy of which shall be kept on file in the Personnel Office.

- Item 2 To be eligible for a leave of absence, an employee must have been employed by the Board at least two (2) years, except where leaves are required by applicable Federal and State law.
- Item 3 Leave of absence shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of one (1) year. Seniority shall not accumulate during such leave and will be broken. Employment shall be terminated if (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, (3) the employee fails to notify the Board when the unpaid leave reason or condition no longer exists, (4) the employee accepts other employment while on leave, or (5) The employee fails to return to work at the expiration of the leave.
- Item 4 The employee's position will be guaranteed on return from a leave of absence if the employee returns from a leave of absence before the end of the fiscal year in which the leave was granted and the position is available.
- 4.1 In the event that the employee's position is unavailable as a result of a reduction in the workforce, the employee shall be listed on the appropriate place on the recall list.
- Item 5 Employees regularly working less than twenty (20) hours per week shall be excluded from the provisions of this Article.
- Item 6 An employee who qualifies for leave of absence shall submit a written request, accompanied by appropriate documentation, to the Personnel Department no later than four (4) calendar weeks after expiration of sick bank, or the last day of work, as appropriate. During this four (4) calendar-week period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:
- 6.1 Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate.
- 6.2 Makes reasonable effort to keep the immediate supervisor informed of the most likely date of return to work. Reasonable effort is defined as at least weekly telephone contact. If an employee fails to make such a reasonable effort employee fails to report for duty or apply for a leave of absence prior to the expiration of the four (4) calendar week-period, such failure shall be considered a voluntary quit.
- 6.2.1 Another job is not a justifiable reason for absence.
- Item 8 The employer agrees to adhere to the applicable state and federal law.

ARTICLE 13 BENEFITS

Section A. Health

Health care benefits will be provided in accordance with P.A. 152 of 2011, MCL 15.563, including the hard cap provision based off the U.S. Medical Care Component CPI data. This provision adjusts the hard cap rates yearly. Therefore, the following hard caps will apply for the life of the agreement:

November 1, 2012 through December 31, 2012:

\$5,500 Single Plan

\$11,000 Employee and Spouse Plan

\$15,000 Family Plan

January 1, 2013 through December 31, 2013:

\$5,692.50 Single Plan

\$11,385 Employee and Spouse Plan

\$15,525 Family Plan

January 1, 2014 through December 31, 2014

Shall be based off the new hard cap rates established by the State of Michigan Department of Treasury based off the U.S. Medical Care Component CPI data span from September 2012 through August 2013.

Effective January 1, 2013 the Board shall provide to eligible MAP members Priority Health Care, MESSA Dental, and VSP-2 benefits.

The remaining cost for employee's medical plan premiums shall be paid by the employee. Contributions shall be made through payroll deduction, over twenty-two (22) pay periods, on a pre-taxed basis.

For employees not electing health insurance

Life Insurance - \$25,000 and AD&D

Vision – VSP-2

Delta Dental: 100: 90/90/90: \$1,200

\$1,200 max for Class I, II, and III

During the term of the collective bargaining agreement should the Union request an alternative health care plan, the District agrees to review the propose health care plan. If a transition to the alternative plan shall not result in additional cost to the District, the District agrees to provide the alternative health care plan. No change will be made if the terms of the alternative plan would prevent the parties from negotiating the health care benefits for a successor collective bargaining agreement.

Section B. Life Insurance

- Item 1 Upon submission of written application, the Board shall provide to employees who regularly work a minimum of forty (40) hours per week term life insurance protection in the amount of fifteen thousand (\$15,000) dollars that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with ADEA (Age Discrimination in Employment Act) guidelines.

- Item 2 To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.

- Item 3 Employees who have Board-provided term life insurance have a thirty - (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance carrier within thirty - (30) days of their last day of employment. Thirty - (30) day extension on fringe benefits after the leave bank has expired.

- Item 4 The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

Section C. Optical Benefits

The Board shall provide employees who apply a group optical plan. Should the cost of the coverage exceed seventy-five (\$75.00) dollars per employee per year, the employee shall pay the additional cost. The Board and the Association shall jointly determine the specifications of such coverage.

Section D. Dental Benefits

Employees who regularly work a minimum of forty - (40) hours per week will be furnished a family dental plan as follows:

100% Class I	Preventive
90% Class II	Oral Surgery, Endodontic, Periodontic
60% Class III	Prosthodontic
50% Class IV	Orthodontic

Maximum benefit for Class I, II and III: \$1,500.00 per year each family member enrolled. The benefit for Class IV is a \$1,000.00 lifetime maximum for each eligible family member.

Section E. Holidays

- Item 1 Memorial Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Good Friday and Easter Monday are holidays for eligible employees without loss of pay providing the employee works the last workday prior to the holiday and the first workday after the holiday unless excused through legitimate illness. July 4 and Labor Day are paid holidays for employees scheduled to work on that date.

- Item 2 The Board may require a doctor's statement that the employee was disabled on the last workday prior to the holiday and/or the first workday after the holiday.

- Item 3 If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session. If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. If an employee were to lose a holiday because school is in session, an alternate day shall be determined by the board

- Item 4 The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the normal workday.

- Item 5 Employees working less than twenty (40) hours per week shall not be eligible for this benefit.

Section F. Equalization of Overtime

The Chief of Security shall maintain a list of scheduled overtime. It shall be understood that each officer may be required to perform overtime duty, but overtime shall be distributed in a fair and equitable manner. There shall be an attempt to equalize overtime over the period of each school year in accordance with the needs of the District.

It is understood that overtime related to building activities shall not be required to be equalized among the entire membership, just the members assigned to that building. All other scheduled overtime, i.e. sports events, dances, and any other event that may require security shall be subject to equalization with the bargaining unit.

PAO may be utilized at any events held on District property that are deemed to require security.

The equalization of overtime shall be updated and posted every month for employees to review. The Association shall be provided an up to date equalization of overtime list within five (5) working days of written request. This list shall provide the names of all employees along with the following information: list of all overtime events, overtime hours offered, overtime hours worked, and overtime hours refused.

Section G. Compensatory

When the Employer determines that it is necessary to assign a Police Authority Officer to cover an athletic or other special event that occurs at a time different than the employee's regularly scheduled work hours, this assignment may be scheduled in one of the following ways:

- Item 1 With a minimum of two weeks notice to the employee, the Employer may reschedule the employee's regularly scheduled work hours within the week or on the day in which the athletic or other special event is scheduled to provide sufficient consecutive work hours to cover the event. Work hours scheduled in this manner shall be paid at the employee's regular hourly rate of pay.

- Item 2 An employee may be assigned overtime hours to cover an athletic or other special event. When an employee has been assigned overtime, he/she shall be compensated at one and one-half times his/her regular hourly rate of pay.

- Item 3 An employee may be assigned overtime hours and upon mutual agreement between the employee and employer may be paid in compensatory ("comp") time to cover an athletic or other special event. The employee must make a written request that the hours for the event are paid as comp time. When an employee has been assigned overtime in this manner, he/she shall earn one and one-half hours off for every hour of overtime he/she worked.

Annually, bargaining unit members shall be limited to the number of comp time days/hours they may earn for overtime work in connection with coverage of athletic and other special events. Compensatory time shall be used at mutually agreeable time and shall not carry over from year to year. Compensatory time not used by the end of the school year shall be paid to the employee in their first paycheck after the school year has ended. Use of compensatory time must have prior approval from the Chief of Security. Bargaining unit employees may accumulate up to 40 hours of compensatory time during the course of the school year. To earn this time off employees must work 26.6 scheduled overtime hours. No comp time may be accrued, however unless the central office has approved such accrual in advance.

Employees wishing to use comp time days off are encouraged to arrange for scheduling time off well in advance. Arrangements for scheduling comp time days are to be made between the employee and the Chief of Security. All requests must be made a minimum of five (5) days in advance of taking the time off. Employees must take comp time days off when school activities are minimal. The employer will allow employees to take accumulated comp time, personal time or vacation respectively during non-instructional days except for mandatory training days as designated by the Chief of Security

Employees must accumulate sufficient overtime hours in advance of taking a comp time day off. Comp time days may be taken only in half-day or full-day

increments. Employees shall not be permitted to schedule comp time days in conjunction with vacation periods or immediately before and after a paid holiday when school is in session for students unless otherwise approved by the Chief of Security. Comp time shall not be used immediately before or after personal leave or sick leave. Employees are expected to schedule the use of all accumulated comp time during the school year in which it was earned.

All records of compensation time shall be maintained by the office of Human Resources. Such records shall be made available for review at reasonable times. All disputes regarding such records shall be resolved by the Human Resources Director and shall be final and binding.

Section H. Inclement Weather

Should it be necessary for the District to close a school or schools, the Police Authority Officers scheduled to work will be paid the normal hours of pay provided the employee provides any assistance requested of them by the District.

Section I. Jury Duty and Court Service

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board arising out of employment shall be paid by the Board an amount equal to the difference between the amount of wages the employee would otherwise have earned by working for the Board on that day, plus court paid mileage, and the daily jury fees or witness fees paid or ordered paid by the Court. The employee shall submit to the district any check received from the court. Such leaves shall not be charged against the employee's leave days.

Section J. Liability Insurance

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

Section K. Worker's Compensation

An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which

compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

Section L. Family Medical Leave Act

Item 1 The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the State leave law and its regulations for all eligible employees in the bargaining unit.

1.1 An eligible employee who has been granted an FMLA leave for the employee or a family member as provided by the Act, shall have the option to use accrued paid leave time and/or vacation time during the life of the FMLA leave for the purpose of maintaining pay.

Section M. Retirement

Police Authority Officers employed by the Pontiac School District are members of the Michigan Public School Employees Retirement System in compliance with Public Act 300 of 1980 as amended (the "Act"). Retirement eligibility and benefits are determined under the provisions of the Act and administered by the Office of Retirement Services Department of Management and Budget of the State of Michigan.

Section N. Uniforms

Deleted

ARTICLE 14 SALARY SCHEDULE

Section A. Salary Schedule

The hourly rate of each Police Authority Officer shall be reduced by six percent (6%) for each year of this Agreement effective with the first pay following Board approval.

Section B. Computation of Wages

Each Police Authority Officer shall receive his/her compensation in twenty-two (22) pays or twenty-six (26) pays of the school year. The employee election shall be made prior to the beginning of each school year as determined by the District. All payments shall be made by direct deposit.

ARTICLE 15 DRUG SCREEN POLICY

- Item 1 Purpose
- 1.1 There is sufficient evidence to conclude that use of illegal drugs, drug dependence and drug abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics by police employees is a crime in this jurisdiction, and clearly unacceptable, There are unique corruption hazards associated with drug possession and use by the School Police Authority Officers.
 - 1.2 The Pontiac School District and the School Police Authority Officers have adopted this written policy to ensure the School Police Authority Officers member's fitness for duty as a condition of employment; to ensure drug tests are ordered based on reasonable and objective basis, following an established written policy and procedure; and where the employee knows testing is a requirement of employment.
 - 1.3 Purposes of this policy are as follows:
 - 1.3.1 To establish and maintain a safe, healthy working environment for School Police Authority Officers members;
 - 1.3.2 To reduce the incidence of accidental injury to person or property;
 - 1.3.3 To reduce absenteeism, tardiness and poor job performance;
 - 1.3.4 To ensure the credible reputation of the School District and its Police Authority Officers in its mission to serve the students and parents and to protect the employees; and
 - 1.3.5 To prevent liability against both the School District and the Police Authority Officers members by ensuring that Police Authority Officers members can perform their duties without endangering themselves or the public.
 - 1.4 Provisions of this policy shall not necessarily supplant the disciplinary procedures as set forth in the district's policies, procedures, rules and regulations.
- Item 2 Definitions
- 2.1 Employee. All members of the School Police Authority Officers -- permanent and/or temporary.
 - 2.2 Drug Test. A urinalysis/blood test administered under approved

conditions and procedures to detect drugs.

- 2.3 Alcohol Test. Withdrawal of blood under approved conditions and procedures to detect alcohol.
- 2.4 Reasonable Suspicion. An articulable belief that an employee uses illegal drugs drawn from specific and particularized facts and reasonable inferences drawn from those facts.

Item 3

General Rules

- 3.1 District employees shall not possess any narcotic or dangerous chemical substance except in the lawful course of duty or unless prescribed by a person licensed to practice medicine.
- 3.2 Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside district employment, may be grounds for termination.
- 3.3 All property, owned and/or controlled by the district is subject to inspection at any time in without notice as there is no expectation of privacy. A member may request union representation.
- 3.4 Use, Possession or Sale of Illegal Drugs or Controlled Substances. The use, possession or sale of illegal drugs or controlled substances as defined in Michigan compiled laws annotated 333.7212 and 333.7214, by School Police Authority Officer members, when not prescribed by a licensed medical practitioner, is strictly forbidden and such use, possession or sale will subject an employee to discharge.
- 3.5 Use or Possession of Prescription Drugs. No prescription drug shall be brought upon District controlled property by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed.
- 3.6 Use and/or Possession of Intoxicants. A member shall not purchase or consume intoxicating beverage on duty.
 - 3.6.1 Members while off duty shall refrain from consuming intoxicating beverages to the extent that it results in public intoxication, obnoxious or offensive behavior, which discredits them or the department or renders the member unfit to report for his/her next scheduled tour of duty.
 - 3.6.2 Any member whose abuse of intoxicants results in a pattern or abnormal conduct or erratic behavior including, but not limited to,

excessive absenteeism, tardiness, indifferent job performance, poor work, or is the cause of accidents to his/her person or other persons, may face discipline up to and including termination.

Item 4 Reasonable Suspicion Testing Standards

- 4.1 The Chief of Security, or his designee, is authorized to cause a test of an employee when there is a reasonable suspicion that the employee uses illegal drugs, prescription drugs or alcohol in violation of this policy.
- 4.2 Reasonable suspicion that an employee uses illegal drugs, prescription drugs or alcohol in violation of this policy may be based upon among other things:
 - 4.2.1 Observable phenomena such as direct observation of drug use and/or the physical symptoms of being under the influence of drugs. Physical symptoms include, but are not limited to the following:
 - a. Dilated pupils, disorientation, hallucinations, prolonged lethargy, slurred speech, lack of coordination, unsteady gait and excessive anxiety.
 - 4.2.2 A pattern of abnormal conduct or erratic behavior including, but not limited to excessive absenteeism, tardiness, indifferent job performance, poor work and on the job injuries or accidents.
 - 4.2.3 Indictment for a drug-related offense.
 - 4.2.4 Newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug test.
- 4.3 Drug Use Determination. The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the department's drug testing program, the employee's own admission or other appropriate basis.

Item 5 Records Regarding Reasonable Suspicion Testing

- 5.1 Where testing is conducted based on reasonable suspicion, the Chief of Security or his designee will detail in writing the circumstances which formed the basis of the determination that reasonable suspicion exists to warrant the testing.
 - 5.1.1 Such writing will be prepared within twenty-four (24) hours of the circumstances giving rise to reasonable suspicion.
 - 5.1.2 Such documentation will be retained by the Human Resources

Division in a locked, confidential file.

5.1.3 All relevant records, documents and communications shall be prepared, transmitted and maintained in a confidential manner.

Item 6 Specific Condition Testing

6.1 The Chief or his designee is authorized to cause a test of an employee for illegal drug use following an accident or unsafe practice if there is reasonable suspicion to support such testing.

Item 7 Voluntarily Submitting To Drug Testing

7.1 In the event an officer who is not facing any disciplinary investigatory charges and before a test has been requested shall be placed on an unpaid leave for no longer than 45 days, unless extended by mutual agreement by the district and the association, workdays in order to have the opportunity to enter a program. Such individual shall be allowed to only return to work upon successfully completing and proves the same in writing a program and providing a negative drug test. Employees taking leave under this provision will be subject to drug testing thirty (30) days prior to the beginning of the school year. It is further agreed that such person may be subject to random drug test for no more two (2) years after their return. Any employee acting under this provision who fails to successfully complete their program, or in any way fails to comply with follow-up treatment or any other provision therein, shall be terminated. Employees may only take advantage of this provision once for the duration of their employment with the District.

Item 8 Consequences of refusal to participate in a required drug test

8.1 To maintain the integrity of the testing program, the Chief of Security, or his designee, must take disciplinary action to deal with employees who refuse to be tested. Employees who refuse to be tested shall immediately be suspended without pay pending discharge.

Item 9 Testing Procedures

9.1 Reasonable Suspicion Testing Procedure

9.1.1 In cases in which the Chief of Security Or his designee has reasonable suspicion to believe that an employee is under the influence of controlled substances or intoxicants, the employee will be conveyed by the Chief of Security or his designee to a medical clinic for the collection of a urine/blood sample for

testing. If possible, the employee will be accompanied by his/her union representative.

9.1.2 Such test shall be done in compliance with the rules and regulations of the testing facility.

Item 10 Mandatory Disciplinary Action Procedures

10.1 Once confirmed positive test results are received, disciplinary action shall be initiated against the affected employee. Prompt notice of impending discipline shall be given to said employee and representative(s) of the School Police Authority Officer by the charging party.

10.2 Negative Test Results

a. Records of unconfirmed positive test results and negative test results will be destroyed by the testing laboratory.

Item 11 Reporting Results

11.1 Test results shall be reported to the Chief of Security.

11.2 The report should contain the specimen number assigned by the submitting agency, the drug testing laboratory accession number and results of the drug tests.

a. All specimens negative on the initial test or negative on the confirmatory test shall be reported as negative.

b. Only specimens confirmed positive shall be reported positive for a specific drug. Results may be transmitted by various electronic means (EG teleprinters, facsimile or computer) in a manner consistent with confidentiality. It is not permitted to provide results verbally by telephone.

Item 12 Long Term Storage

12.1 Specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for at least 1 year. Within this 1 year period, the department may request the laboratory to retain the specimen for an additional period of time.

12.2 Retesting Specimens

Should specimen reanalysis be required, the quantification of a drug or metabolite in a specimen may not be subject to the same testing level criteria that were used during the original analysis. Some analyte deteriorate or are lost during the freezing and/or storage.

12.3 Security

The laboratory facilities shall use appropriate security measures to ensure limited and/or controlled access.

Item 13 Subcontracting

13.1 The drug testing laboratory shall perform all work with its own personnel and equipment.

Item 14 Standards

14.1 Laboratory Facilities

a. Laboratories must comply with applicable provisions of any state licensure requirements. Accredited laboratories must have the facility and capability at the same laboratory of performing screening and confirmation tests for each drug or metabolite for which service is offered.

Item 15 Quality Assurance and Quality Control

15.1 Urine/blood drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process:

a. Specimen acquisition, chain of custody, security, and reporting of results, in addition to the screening and confirmation of analytical procedures.

15.2 Quality control procedures will be designed, implemented and audited to monitor the conduct of each step of the process.

Item 16 Judicial Proceedings

16.1 The laboratory must have qualified personnel available to testify in an administrative, judicial or disciplinary proceeding against a School Police Authority Officer member that is based on a positive urinalysis/blood result reported by its laboratory.

ARTICLE 16 CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the United States and the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit and in the event that any provisions of this Agreement shall at any time be held to be contrary to law then such provisions shall be of no force and effect but all other provisions shall be continued in full force and effect.

ARTICLE 17 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and Police Authority Officers Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

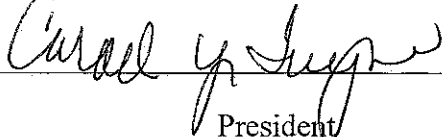
ARTICLE 18 DURATION

This Agreement shall become effective January 1, 2012 and shall continue in full force and effect until June 30, 2014.

The terms and conditions of this agreement shall remain in full force and effect until a successor agreement has been ratified by both parties, with the exceptions to the provisions stated under P.A. 54 of 2011, MCL 423.215b.

Upon expiration of this collective bargaining agreement, the 6% wage reduction expires and the wage returns to the rate in effect as of December 11, 2012.

Date 2/11/13

BOARD OF EDUCATION
By 
President

By 
Secretary

MICHIGAN ASSOCIATION OF POLICE

Date _____

By _____
President

Date _____

By _____
Bargaining Agent

Exhibit A – Operations Manual

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL DISTRICT OF THE CITY OF PONTIAC AND
THE PONTIAC SCHOOLS POLICE AUTHORITY OFFICERS ASSOCIATION**

1. The parties to this Memorandum of Understanding (“MOU”) agree that due to the unique circumstances surrounding the ongoing negotiations between the School District of the City of Pontiac (the “District”) and the Pontiac Schools Police Authority Officers Association (the “Association”), certain terms and conditions shall be established while negotiations continue in order to ensure that Police Authority Officers (“Officers”) can continue to maintain a safe and orderly environment in which students of the District can learn.
2. To that end, the District has formulated a procedure manual entitled the Police Authority Officer Program Operations Manual (the “Operations Manual”) that current Officers shall be required to operate under and comply with, in addition to the general work rules that are already in effect for all employees of the District.
3. The Association has received a copy of the procedure manual, and has reviewed the same with the District.
4. The District and Association now agree that this manual shall be in effect in the form attached hereto as Exhibit A from the date and execution of this agreement forward.
5. The terms of this MOU were voluntarily arrived at by the parties on the effective date.
6. The terms of this MOU will not establish any precedent, nor will the MOU or any of its terms be used as a basis by either party to seek or justify similar terms in any subsequent matter.
7. This Agreement and the Attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing.

SCHOOL DISTRICT OF THE CITY OF PONTIAC:

PONTIAC SCHOOLS POLICE AUTHORITY OFFICERS ASSOCIATION:

By: _____

By: _____

Its _____

Its _____

Dated: _____

Dated: _____

Exhibit B Work Rules
**THE SCHOOL DISTRICT OF THE CITY OF PONTIAC AND
THE PONTIAC SCHOOLS
POLICE AUTHORITY OFFICERS ASSOCIATION**

The Parties agree that these Work rules may be modified at any time by the employer in its own discretion.

**THE ESTABLISHMENT OF WORK RULES FOR EMPLOYEES IN THE SCHOOL
DISTRICT OF PONTIAC**

The Board of Education for the Pontiac School District has pledged to ensure that all our children gain the fundamentals of a quality education. We insist on setting high expectations for every child and commit to providing the resources and support necessary to help all students meet challenging standards. We recognize that our children grow to adulthood as products of the total society. The influence of the school is central and crucial. In an effort to produce a productive, self supporting citizen, the Board affirms its commitment to provide a proper environment for students and employees.

The following work rules are published for your information and to limit the possibility of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. In the event an employee is found to have violated these rules, he/she will be subject to immediate discipline including suspension, discharge and criminal prosecution. Management cannot ignore violation of these rules.

1. All employees are expected to report for duty every working day. Excessive tardiness or absenteeism will not be tolerated.
2. Each employee must notify his/her administrator-in-charge and or AESOP, of intended absence within the time limitation specified.
3. Each employee must observe working hour schedules (starting time, quitting time, lunch hour, and preparation periods).
4. No employee may solicit or collect contributions for any purpose on school district property without written management permission.
5. Employees must not sell or offer for sale any article or service without written management permission.
6. Employees must be diligent in their duties during assigned working hours. Loafing or other abuse of time will not be tolerated.

7. Employees must not interfere with any other employee's performance of duties.
8. Employees may not perform unauthorized personal work during assigned working hours.
9. Employees must not commit an act, which might endanger the safety or lives of others.
10. Employees must perform all work properly assigned by an administrator-in-charge.
11. Employees may not falsify school records, reports or payrolls.
12. Employees may not leave the work location during working hours without permission of an administrator-in-charge.
13. Employees must not abuse, destroy, damage or deface school district property, tools, equipment or the property of others on school district premises.
14. Employees must not fight on school district property.
15. Employees are prohibited from bringing liquor or narcotics on school district property, or consuming liquor or using narcotics on Board property, or reporting for duty under the influence of liquor or narcotics.
16. Employees are prohibited from carrying firearms or other weapons on school district property.
17. Employees must not disclose confidential information to unauthorized person.
18. Employees must not convert school district property or property belonging to employees, students or vendors for their own use.
19. Proper attire is expected in each work location.
20. Employees are prohibited from fraternizing with students. This includes but is not limited to touching, excessive conversation, or other non-job related personal contact with students.
21. Cell phone usage by employees that interferes with the teaching and learning process (i.e. in classroom, hallways, and lunchrooms) and does not support the creation of a climate conducive for learning in the school environment is prohibited.

EXHIBIT C
School District of the City of Pontiac
Police Authority Officers
Code of Conduct

All parties understand that Police Authority Officers (“PAOs”) play a vital role in maintaining an educational environment that is safe and productive for both the staff and students in all of the District’s buildings. It is therefore necessary to ensure that all PAOs conduct themselves in a professional and responsible manner that promotes the well being of those they are employed to protect. Accordingly, the following Code of Conduct should be followed at all times and supersedes any conflicting work rules or policies to the contrary unless otherwise indicated by the District. The parties further agree that any breach of the Code of Conduct may serve as grounds for disciplinary action up to and including termination.

The following serves as the terms and conditions of the Code of Conduct:

1. All PAOs shall not act or behave, on or off duty, in such a manner as to bring discredit upon himself/herself or the District.
2. PAOs shall not violate any federal, state or local law and/or ordinance.
3. PAOs shall strictly obey and properly execute any directive issued by a building administrator.
4. PAOs shall strictly obey and properly execute any directive issued by any other personnel in the District designated as their supervisor.
5. When assigned to duty with other PAOs, all shall be jointly responsible for compliance with the rules, regulations and proper performance of duty.
6. All PAOs shall not intentionally antagonize or show disrespect to persons with whom they contact and shall treat all persons in a courteous and civil manner.
7. PAOs shall not drink any kind of intoxicating beverage while on duty. No PAO shall report for duty, or be on duty, while under the influence of alcoholic beverages. The odor of an alcoholic beverage on the breath will be considered presumptive evidence of a breach.
8. PAOs shall not report for duty under the influence of any drug/medication prescribed or otherwise, not shall any PAO consume any drug/medication prescribed or otherwise, while on duty that may impair their ability to perform their assigned duties.
9. PAOs shall not engage in any game of chance, or in any form of gambling, while on District property or at any School District function.

10. PAOs shall not accept, directly or indirectly, a gratuity, fee, loan, reward or any gift of intrinsic value from:
 - a. Any person who might be arrested or file a complaint
 - b. Any person in custody
 - c. Any person discharged from custody
 - d. Any friend or representative of any of the aforementioned categories of persons.
11. PAOs individually or collectively shall not solicit or accept any reward for the performance of their duties, nor shall they seek or accept a gratuity of any kind.
12. PAOs shall not use their positions to seek free or reduced cost goods, services, meals, transportation or any other favors or gratuities that would not ordinarily be given to a private citizen.
13. PAOs shall not recommend or suggest the name or employment of any person, firm or corporation to act as an attorney, counsel or bondsman to anyone who is in custody.
14. PAOs shall not sleep while on duty.
15. PAOs shall not knowingly make a false statement when questioned, interviewed or when submitting any verbal or written report.
16. No member shall fabricate, withhold, interchange or knowingly destroy evidence of any kind without proper authority and in the fashion prescribed by law.
17. At no time shall PAOs use excessive force as determined by the Superintendent or his/her designee against students, parents, visitors and/or other staff members.
18. PAOs shall observe and obey the District's work rules at all times.
19. PAOs shall act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school or on school grounds.
20. PAOs shall contact and receive authorization from the building administrator prior to contacting any outside law enforcement body. In the event that a building administrator is unavailable, then the Superintendent or his/her designee should be contacted. If an immediate threat to health and/or safety exists, then the building administrator shall be informed of the decision to contact the outside law enforcement body and the basis for doing so afterward as soon as possible.
21. PAOs shall respect the civil rights of all students, parents, visitors and staff at all times.

The Parties acknowledge that this Code of Conduct is supplemental to all other rules and guidelines in the District or that the District may later enact, and does not represent the only infractions that may serve as grounds for discipline of an employee. Moreover, nothing in this Code of Conduct should be interpreted as in any way limiting the rights of the District to ensure that a safe and productive learning environment is maintained within all of the District's buildings at all times.

EXHIBIT D

School District of the City of Pontiac

Attendance/Tardiness Control Policy

1.0 **Objective**

The purpose of this policy is to increase efficiency and productivity while decreasing personnel costs.

2.0 **Policy**

2.1 Regular attendance is a condition of employment. Violation of this attendance policy shall result in progressive disciplinary action.

3.0 **Definitions**

3.1 **Absence/Occurrence**: Failure to report to work as scheduled for one (1) or more consecutive workdays. An occurrence of absence will also result when an employee is unable to complete his or her scheduled shift. Occurrences of absence include sick time, and other paid unscheduled time off.

3.2 **Excused Absence Occurrence**: A date or dates of occurrence that have been scheduled in advance and have received prior approval. Excused absences (when approved) shall be granted with pay and will not be considered an occurrence of absence.

3.3 **Serious Health Condition**: An illness, injury, impairment or physical or mental condition requiring either inpatient care or continuous treatment by a health care provider. Short term health conditions for which treatment and recovery are brief are not considered a serious health condition (e.g., illness that last a few days, and has a brief recovery period, as well as illness that does not require inpatient care or continuous/ongoing treatment.)

- 3.4 **Tardiness Occurrence**: Employees must be in their assigned area, ready to start work, at their assigned time. Failure to be present for work at the assigned time will be considered an incident of tardiness.
- 3.5 **No call/No show Occurrence**: An employee who has not reported to work as scheduled and has not informed the department of his/her absence within two hours of their assigned start time.
- 3.6 **Late Call**: Calling in to report an absence or tardiness after the required time limit.
- 3.7 **Mid shift Absence**: Any absence where the employee leaves and does not return to the work site during a scheduled work shift.

4.0 **Administration**

- 4.1 It is a condition of employment that employees maintain acceptable attendance records. Employees are required to work the hours scheduled for their position.
- 4.2 Violation of any provisions of this program will be used to determine the presence of a Disciplinary Action Occurrence.
- 4.3 The following time off will not be considered occurrence of absence for the purpose of determining Disciplinary Action Occurrence, provided notification requirement is met and pre-approval has been obtained.
- a. Vacation
 - b. Holidays
 - c. Personal Leave Time
 - d. Bereavement Leave
 - e. Jury Duty
 - f. Military Time Off
 - g. Educational LOA
 - h. Work Related Disabilities
 - i. Lack of Work Time

- j. Excused Absences
- k. Approved severe weather periods
- l. Any absence that is both satisfactorily documented and covered under the “Family and Medical Leave Act of 1993.”

5.0 **Absence Notification**

- 5.1 Request for excused absences must be submitted in writing at least seventy-two (72) hours in advance.
- 5.2 Employees are required to notify the Building Administrator/Department Director or designee of all unplanned absence/tardy a minimum of two (2) hours before the scheduled start time of their shift.

6.0 **Reporting to Work Following Absence**

- 6.1 Medical documentation is required for an absence (due to sickness) after three (3) consecutive workdays or seven (7) calendar days of absence. This documentation will be provided to the Human Resources Department.
- 6.2 The Executive Director of Personnel or designee, at their discretion, may require medical documentation at a shorter interval of days if deemed appropriate. Further, the Human Resources Department may require medical clearance by the District’s Medical Representative prior to the return of work in cases where the District suspects abuse of the Attendance Policy

7.0 **Disciplinary Action Occurrences**

Disciplinary Action of Occurrence for work absence will occur as follows:

7.1 **Occurrence of Absence:**

- a. Four (4) occurrences of absence in any three (3) month period or six (6) occurrences of absence in any six month period will be considered a Disciplinary Action Final Occurrence.
- b. Except as noted, each workday missed will be considered a separate occurrence of absences. Medical excuses will not result in an occurrence. Suspicions of fraudulent medical excuses are subject to investigation.

Example:

- One (1) work day missed due to a non-serious health condition = one occurrence of absence.
- Ten (10) consecutive workdays missed due to a serious health condition = one occurrence of absence.

- Two (2) non-consecutive workdays missed due to a non serious health condition = two occurrences of absence.

- c. Employees will also be subject to the Progressive Disciplinary Policy for pattern absence. Example: Absences that are consistently in conjunction with scheduled days off, holidays, weekends, payday, and so forth.
- d. If an employee requests a specific time off which has not been granted and the employee fails to report to work, disciplinary action may occur.

7.2 **Occurrence of Tardiness:** A Disciplinary Action Final Occurrence will occur following four (4) occurrences of tardiness in a one (1) month period, or six (6) occurrences in a two (2) month period.

7.3 **Occurrences of No Call/No Show:**

- a. An employee who incurs three (3) consecutive occurrences of No Call/No Show will be subject to termination.
- b. A No Call/No Show occurrence will be a disciplinary action occurrence. Each occurrence of no call/no show will be a separate disciplinary action occurrence.
- c. The Department Director or designee will determine whether or not to permit an employee to report to work when there has been a late call in.
- d. Employees will be considered no call/no show if they have not called in within two (2) hours of their shift start time.

7.4 **Occurrence of Mid Shift Absence:**

- a. Except in the case of a work related disability, an unauthorized mid shift absence without permission, will be considered a disciplinary action occurrence. It is the employee's responsibility to provide satisfactory proof the appropriate building administrator that an absence was due to work related responsibility.
- b. Returning to the work site more than fifteen (15) minutes late, without permission, following an approved mid shift absence will be treated as a Disciplinary Action Occurrence.
- c. Returning to the work site more than fifteen (15) minutes late following an approved mid shift absence will be treated as a tardiness occurrence.

- d. Returning to the work site more than fifteen (15) minutes late, with prior approval, following an approved mid shift absence will not be considered an occurrence of absence or tardiness.
- e. In buildings with time clocks, failure to punch in or out when leaving the building during an approved mid shift absence will be treated as an occurrence of tardiness.

8.0 **Disciplinary Action:** Infractions of any provisions of this program will be subject to disciplinary action up to and including discharge.

- a. No Verbal or Written Warning shall have effect after four (4) months from the date of the act complained of, if no additional violations occur during the period specified (that is, four (4) months).
- b. No suspension shall have any effect after one (1) year from the date of act complained of, if no additional violations occur during the period specified (that is, one (1) year).
- c. The employee's cumulative disciplinary record will be considered when determining the appropriate level of disciplinary action.

9.0 **Administrative Responsibility:**

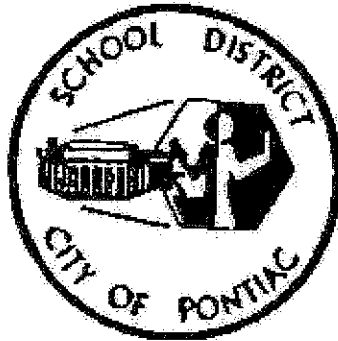
- a. The Building Administrator / Department Director/ District Designee has operation day-to-day responsibility for administering this procedure.

Disciplinary Action

Disciplinary Occurrences

Classification	First Offense	Second Offense	Third Offense	Fourth Offense	Fifth Offense
Absenteeism	Oral Warning	Written Warning	Suspension of 1-3 Days No Overtime Work Permitted	Suspension of 3-5 Days No Overtime Work Permitted	Termination
Tardiness	Oral Warning	Written Warning	Suspension of 1-3 Days No Overtime Work Permitted	Suspension of 3-5 Days No Overtime Work Permitted	Termination

School District of the City of Pontiac
SECURITY DEPARTMENT



Police Authority Officer Program Operations Manual

August, 2008

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Mission Statement

OUR MISSION IS TO PROVIDE A SAFE, SECURE, PEACEFUL TEACHING AND LEARNING ENVIRONMENT FOR ALL STUDENTS AND STAFF BY PROTECTING LIFE AND PROPERTY.

VALUES AND STRENGTHS

- **PREVENTION OF CRIME**
- **APPREHENSION OF OFFENDERS**
- **CUSTOMER ORIENTED**
- **HUMANE AND CARING APPROACH**
- **UNIFORMITY AND CONSISTENCY**
- **FAIRNESS**
- **COMMITMENT**
- **RELIABILITY**
- **HONESTY**
- **INTEGRITY**

Preface

The Police Authority Officer Program of the **School District of the City of Pontiac** began with a force of 24 full-time officers with Police Authority and 2 School Resource Officers.

State law prescribes that these forces are delegated by the Department of State Police as provided by Sections 29, 30, and 31 of Act 330, PA 1968, as amended, being Sections 338.1051 - 338.1085 of the Michigan Compiled Laws.

The administration of the act is assigned to Michigan Commission on Law Enforcement Standards (MCOLES) Division of the Department of State Police.

These arrest powers enable our officers to make misdemeanor arrests committed in their presence. These powers are only exercised when officers are in uniforms, on duty and working at any school activity.

Uniformed officers patrol schools, facilities, parking lots, and deter criminal activities on the curtilage of the school district property that connects with the community. The Police Authority Officers are assigned to High Schools and Middle Schools within the School District. The role of a Police Authority Officer is to keep the peace at their assigned school, investigate school related incidents; provide guidance on law related issues, and to provide the school with an additional resource by sharing their expertise in the classrooms.

Security Department – Office of the Chief is the command center for monitoring building activity which may include but not limited to criminal activities and a District wide radio communication network.

The Security Department has excellent relationships with the City of Pontiac Police Department. A Memorandum of Understanding between City of Pontiac Police Department and School District of the City of Pontiac Security Department – Arrest Authority Program has been established. The Memorandum of Understanding outlines which agency is responsible for police services to school related incidents. This Memorandum of Understanding has been approved and signed by both Chief of Security Darryl Cosby of the School District of the City of Pontiac Security Department and Chief Val Gross of the City of Pontiac Police Department.

This manual is designed to set forth standards of conduct, define duties, responsibilities, and provide the necessary rules and regulations for the operation of the School District of the City of Pontiac Security Department – Arrest Authority Officer Program.

Members of this Department shall conform to the Rules and Regulations contained within the Operations Manual, the Board Policies and Administrative Rules and the Michigan Commission on Law Enforcement Standards (MCOLES) Division of the Department of State Police.

Darryl Cosby
Chief of Security

Operations Manual

PURPOSE OF THE MANUAL

The purpose of this manual is to provide a ready reference of rules, procedures, and guidelines for all Arrest Authority Officers personnel. Additionally, it is to assist in the proper performance of their duties so they may serve the best interests of the School District of the City of Pontiac-Security Department.

SCOPE AND RESPONSIBILITIES

All school police personnel will be furnished a copy of the Operations Manual.

USE OF THE MANUAL

Each employee is directed to read the enclosed material completely and to become thoroughly familiar with all the rules and regulations set forth within this manual. Should any question arise concerning the rules, regulations, or other matters not covered in the manual, the employee should contact the Chief of Security.

Law Enforcement Code of Ethics

The Law Enforcement Code of Ethics is a standard of conduct for all Police Officers, and is hereby adopted by the School District of the City of Pontiac, Security Department – Police Authority Officers.

As a law enforcement officer, my fundamental duty is to serve mankind, safeguard lives and property, protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I will keep my private life unsullied as an example to all, maintain courageous calm in the face of danger, scorn, or ridicule, develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature, or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecutions of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...law enforcement.

The ultimate goal of a Police Authority Officer, in addition to maintaining order in the schools, is to develop an understanding and acceptance of law and order, create an atmosphere on campus that is conducive to the educational process.

School District of the City of Pontiac – Security Department

Organizational Chart

- *Chief of Security*
- *Lieutenant*
- *Sergeant*
- *Police Authority Officers*

Glossary
Definitions and Rules of Construction

The following definitions and rules of construction shall apply to these Rules and Regulations:

1. “Chief”, and “Chief of Security”, means Chief of the School District of the City of Pontiac Security Department.
2. “Department” means the School District of the City of Pontiac Security Department.
3. “Officer” shall include a police authority officer, as defined in Sections 29, 30, and 31 of Act 330, PA 1968, as amended, being Sections 338.1051 - 338.1085 of the Michigan Compiled Laws.
4. “District” means School District of the City of Pontiac.
5. “Board” means the Pontiac Board of Education
6. “Employee” means any person, other than an officer, employed in and around the Department.
7. “Member” shall include both officers and employees.
8. “Administrator” means School Site Administrator.
9. “Property” includes both real and personal property.
10. “Shall” is mandatory and the word “May” is permissive.
11. “PSDPAO”, means Pontiac School District Police Authority Officer.
12. “PPD”, means Pontiac Police Department.
13. “SRO”, means School Resource Officer.
14. “MCOLES” means Michigan Commission on Law Enforcement Standards.

Department Rules and Regulations

Chapter One

Administrative Authority and Organization

Section 1.1 Responsibilities For Strict Compliance:

Each officer and employee of the School District of the City of Pontiac Security Department – Police Authority Officers shall be held responsible for strict compliance with these Rules and Regulations.

Section 1.2 Neglect or Violation:

Neglect or violation of any of these Rules and Regulations by any officer or employee shall be placed before the Chief of Security or his designee for appropriate action.

Section 1.3 Subject to Repeal or Modification:

Any and all rules, regulations, or directives, whether contained herein or otherwise issued, are subject to repeal or modification at any time, when in the judgment of the Chief of Security or his designee, it is deemed to be in the best interest of the Security Department.

Section 1.4 Additions to Meet Organizational Requirements:

Due to varying conditions, circumstances, and experiences, additional Rules and Regulations shall be duly adopted and declared to meet the organizational requirements and increase the effectiveness of the Security Department.

Section 1.5 Delegations of Powers and Duties:

When any power or duty is temporarily granted or assigned to an employee, such power or duty shall be exercised in accordance with Departmental Rules, Regulations, and Policies.

Section 1.6 Chain of Command:

All official communications of the Department such as suggestions, requests or complaints shall be addressed to the Chief of Security. The communications shall be forwarded up the “Chain of Command” by each Supervisor with indication of approval, disapproval or suggested recommendations.

Chapter Two

Rules, Regulation, and Administrative Principles

Section 2.1 Rules and Regulations-Established:

The Rules and Regulations of the School District of the City of Pontiac Security Department - Police Authority Officers (hereafter referred to as the Department) were hereby established to provide guidelines for members.

Section 2.2 Rules and Regulations-Conformity:

The duty of all members of the Department is to become familiar with, conform to, and abide by the established Rules and Regulations of the Department and the School District of the City of Pontiac.

Section 2.3 Relationships with Site Administrators:

“Administrator” as used herein, includes any official of the District having overall responsibility for a particular site or facility. This includes Principals and any persons designated by the Principal. School Police Authority Officers assigned to a site, are expected to do their job as such; furthermore, they must perform their duties according to whatever policy is established by the Site Administrator, unless otherwise mandated by law.

2.3.1 The relationship of the School Police Authority Officer, and the Site Administrator, requires an understanding by all parties. The Administrator shall have overall responsibility for their site, and be knowledgeable of the Michigan School Code and District Policies. The Administrator shall defer to the School Police Authority Officer in issues of safety and law enforcement. The School Police Authority Officer shall respect the position of the Administrator, and not take any action, which would be contradictory to their policies and desires with regards to issues in and near the school, unless exigent circumstances exist.

2.3.2 Maintain lines of communication.

2.3.3 Share and discuss ideas concerning site security.

2.3.4 It is imperative that the School Police Authority Officer deals with students and staff in a credible and effective manner showing consideration and understanding.

Chapter Three
Supervision

Section 3.1 Supervisors:

Supervisors have the authority to carry out Departmental objectives and policies. They shall supervise, administer, and hold subordinates accountable for the completion of assigned duties at the various levels of execution. Supervisors are subordinate to the Chief of Security and are ranked as shown in the organizational chart.

Section 3.2 Exercise of Authority:

A supervisor shall exercise the authority of his/her position under all conditions that require such authority in the best interests of the Security Department – Police Authority Program; and when required, authority shall be exercised with firmness and impartiality. Under no circumstances should attitudes influence decisions.

Section 3.3 Conflict of Orders:

In the event of a conflict of orders, the officer shall call the conflict to the attention of the superior officer giving the last order. Should the latter superior not change his/her order it shall be obeyed and the officer shall not be held responsible for disobedience of the former order.

Section 3.4 Support of Subordinates:

Supervisors shall support a subordinate when he/she is acting in accordance with his/her duties. This is important when such duties are being performed in the presence of the public. Not to support the subordinate weakens authority and renders him/her ineffective.

Section 3.5 Extent of Supervision:

Each member of the Department shall have a supervisory officer, namely the next above him/her in the line of command. Said supervisory officer is accountable for the proper execution of every order. Therefore, he/she shall supervise the execution of such orders by personal presence, written rules, oral instructions or delegation of authority. Supervisory responsibility does not cease with the absence of physical presence.

Section 3.6 Supervisory Identity:

It shall be the duty of every supervisory officer to know whom he/she is supervising at all times. It shall be the duty of every member to know his/her supervisory officer.

Section 3.7 Completion of Supervisorial Responsibility:

It is each supervisory officer's duty to take all reasonable steps to assure that each employee under his/her command performs his/her duty completely and promptly and complies with all Departmental rules. He/she shall not divert this responsibility.

Section 3.8 Functional and/or Staff Supervision and Authority:

The particular authority delegated or granted to supervisors is not confined to their respective divisions, but shall also include supervision over all officers of this Department as may be necessary for efficient administration. This authority shall be exercised with utmost discretion.

Section 3.9 Manner of Giving Orders and Instructions:

Each supervisory officer shall inspire confidence and industriousness by the use of tact in giving orders and in constructively correcting mistakes. He/she should test understanding of instructions so that subordinates know in detail what they are to do and how to do it, and if desirable, he/she should state the reasons and spirit thereof.

Section 3.10 Supervisorial Command Responsibility:

Each supervisory officer shall strive to create and maintain high morale among personnel, constantly evaluating the quality and quantity of supervision exercised by subordinate ranking officers. He/she shall concern themselves at all times with the safety of subordinates. Each supervisory officer shall have knowledge of his/her subordinates' progress and assist them by counsel, advice and direction. He/she shall be available to give suggestions or recommendations for solutions to problems, which arise during the tour of duty.

Section 3.11 Supervision for Organizational Control:

Each supervisory officer shall, by act, manner and attitude, promote understanding of all procedures essential to effective organizational control. He/she shall convey the intent and spirit of orders and directives to his/her subordinates.

Section 3.12 Safety and Welfare of Subordinates:

Each supervisory officer shall strive to maintain a high level of morale and respect through friendly but reserved conduct towards subordinates.

Supervisors will show interest in their subordinates' welfare and safety. A supervisor must take steps to correct and/or report to the Chief of Security any and all safety issues seen by him/her or reported to him/her by subordinates.

Supervisors must set good examples personally. They shall always be approachable as to matters affecting job performance, ability, and issues of subordinate safety.

Section 3.13 Responsibility for Development of Acceptable Officer Attitudes:

Each supervisory officer shall be responsible for the development and maintenance of proper officer attitudes by his/her subordinates in dealing with and handling the public. Attitudes are most often displayed in manner of speech, courtesy, appearance, quality of information given to the public, and interest displayed in the public's needs. A supervisor must be alert to discover indications of poor attitude and to give the officer necessary guidance.

Section 3.14 Supervisory Responsibility for Subordinate Conduct:

Each supervisory officer shall investigate the report of laxity in performance of duty, or in the observance of Departmental rules on the part of any of his/her subordinates. After determining the facts, he/she shall report his/her findings in writing to the Chief of Security via Chain of Command.

3.14.1 Each supervisor has the responsibility of maintaining a pleasant work environment free of sexual harassment. This responsibility includes discussing the District's sexual harassment policy with his/her subordinates and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

3.14.2 A supervisor who observes a possible violation of sexual harassment or a hostile work environment violation by a member of this Department should take the appropriate action, to counsel or discipline that member.

3.14.3 A supervisor receiving a report of sexual harassment from any member of the Department shall initiate an investigation and notify the Chief of Security as soon as possible.

Section 3.15 Use of Discipline:

A supervisor shall avoid the censuring of a subordinate in the presence of the public or other officers. A supervisor must be tactful, courteous, and equally fair when administering discipline.

Section 3.16 Report of Sickness:

Each supervisor shall determine the authenticity of sickness calls made by or in behalf of subordinates if circumstances indicate a sick leave abuse. A determination concerning the justification for the absence shall be reported in writing to the Chief of Security via Chain of Command. Upon the third consecutive sick call in the subordinate shall submit a medical doctors excuse indicating the subordinate has been ill and is physically able to return to work.

Section 3.17 Evaluation of Subordinates:

Each supervisor shall be fair and impersonal in evaluating the work of his/her subordinates. Supervisors will make inquiry of senior officers for the purpose of determining aptitude and potential of probationary officers, and will be responsible for completion of an evaluation through the proper channels. If determined that a probationer is not meeting the satisfactory guidelines, the supervisor may create a PIP (Performance Improvement Plan) for the probationer. A final probationary evaluation will be made prior to the end of the probationary period. Evaluations shall be completed as outlined in the "Classified Personnel Agreement."

All supervisors having had the probationer under his/her immediate supervision shall be consulted prior to making recommendations that any officer's probationary appointment is made permanent.

It shall be the duty of any other supervisor having knowledge of probationer's work to also make a report.

Supervisors will conduct a performance evaluation on permanent employees once a year, as established by the "Classified Personnel Agreement."

The factors to be considered in the performance rating system shall be all the factors and requirements included in the job of the employee being rated.

Section 3.18 Right of Redress:

A member of the Department deeming him/her aggrieved has the right of redress. Members shall follow the grievance process outlined in the "Classified Personnel Agreement." This action is neither intended to, nor shall it limit a member's rights under the Board Policies/Administrative Regulations.

Section 3.19 Personnel Inspections:

The supervisor shall inspect his/her subordinates for neatness and cleanliness as prescribed in Chapter Five.

The supervisor shall inspect his/her subordinate's Departmental issued equipment and police vehicle as prescribed in Chapter Seven.

All personnel shall be subject to these inspections without advance notice.

Chapter Four

General Duty, Efficiency and Procedure

Section 4.1 Conformity to Rules and Regulations:

It shall be the duty of every member of this Department to be thoroughly familiarized with the provisions contained within this manual. They shall conform to and abide by such Rules and Regulations, observe the laws and ordinances and render their services to the School District of the City of Pontiac. This will be accomplished with enthusiasm, courage, discretion, professionalism, and loyalty.

Section 4.2 Efficiency:

In carrying out the functions of the Department, members shall direct and coordinate their efforts in such a manner as to establish and maintain the highest standards of efficiency and harmony between each other and all other law enforcement agencies.

Section 4.3 Attention to duty:

All members shall devote their time and attention to the service of the Department and shall not engage in any other business or occupation during duty hours. Members of this Department shall not loiter at district or school sites, or in public places except when required by specific assignment.

Section 4.4 Police Action:

A member of the Department shall report and take proper action in any situation requiring police attention within a reasonable time after arriving on the scene thereof. Any unnecessary delay may display to the public indecisiveness and weakness.

Section 4.5 Statements Concerning Administrative Policy:

No member of the Department shall address any public gathering, appear on any radio or television program, write any articles or manuscripts for publication concerning the operation or administration of the School District of the City of Pontiac and School District of the City of Pontiac Security Department unless specifically authorized by the Chief of Security or his/her designee.

Section 4.6 Criticism of Official Acts:

No member of the Department shall communicate any information of a derogatory or embarrassing nature concerning the Department, the District or any of its members.

Section 4.7 Threatening or Insulting Language:

Members of the Department shall be respectful, courteous, and civil with the public and each other. They shall not use coarse, profane, or insolent language or behave in an insubordinate manner toward any individual or any member of this Department or District.

Section 4.8 Subordinate Obedience:

Members of the Department shall strictly obey and properly execute any lawful order emanating from any ranking officer. The term "lawful order" shall be construed as an order in keeping with the performing of any duty described by law, Rule or Regulation of this Department, or for the preservation of order, efficiency, and proper discipline.

Chapter Five

Uniform Regulations and Specifications

Section 5.1 Uniform Standards:

5.1.1 All uniformed personnel, on duty, shall be in complete uniform, unless otherwise authorized.

5.1.2 Uniforms shall be neat and clean at all times.

5.1.3 The uniform shall be properly tailored and present a professional appearance. Uniforms are to be worn in a military manner.

5.1.4 Worn-out uniforms shall be replaced as soon as possible.

5.1.5 All uniformed personnel shall possess a serviceable uniform at all times, and have the uniform immediately available.

5.1.6 Female uniformed personnel shall follow the same uniform standards as their male counterparts.

Section 5.2 Uniform Requirements:

5.2.1 Uniform Shirt

- a. Members shall wear the approved black uniform shirt.
- b. Both short sleeved and long sleeved shirts are acceptable.
- c. The School Police Authority Officers' shoulder patch is required to be sewn on each shoulder of the shirt.
- d. A white crewneck T-shirt shall be worn underneath the uniform shirt.
- e. Officers shall wear a regulation badge on the outside of their uniform shirt, over the left breast.

5.2.2 Uniform Pants

- a. Members shall wear the approved black uniform pants.
- b. Uniform pants shall be held up by a black leather or nylon web gear belt.
- c. Both male and female Officers shall wear pants.

5.2.3 Uniform Jacket

- a. Members shall wear the approved blue uniform jacket, with the School Police Authority Officer shoulder patch sewn on each shoulder.
- b. The Officers' Breast-Badge or the cloth Police Authority Officers' badge is required to be sewn onto the jacket.

5.2.4 Head Attire

- a. School Police Authority Officers choosing to wear head attire shall only wear the approved, black knit cap with Police Authority embroidered or patch sewn on.

5.2.5 Foot Gear

- a. Members shall wear solid black uniform shoes or plain black uniform boots.
- b. Shoes shall be clean and polished at all times.
- c. Socks shall be white, dark-blue, or black only.

5.2.6 Gloves

- a.** Leather gloves may be worn during cold weather.
 - b.** Leather gloves shall not be worn with short sleeve uniform shirts.
1. Leather gloves may be worn during the search of a suspect, or in the event that dirty objects must be carried or moved.
 2. Plastic gloves may be used during medical aid incidents or when carrying or moving dirty objects.

5.2.7 Jewelry

- a.** While in uniform, visible jewelry is to be limited to:
 1. One ring per hand.
 2. One watch.
 3. One medical type bracelet.
 4. Necklaces are not to be visible while in uniform.
 5. Earrings shall not be worn while in uniform.

5.2.8 Sunglasses

- a.** Sunglasses may be worn during the daytime hours. Frames must be conservative in color and style and shall be in good taste.
- b.** Reflective mirror type lenses are not allowed.

5.3.1 Court

- a.** Male officers appearing in court shall wear either the approved police authority officer uniform as specified in Section 5.2, or a collared button up shirt, tie and slacks.
- b.** Female officers appearing in court shall wear either the approved police officer uniform as specified in Section 5.2, or conservative business attire.

Section 5.4 Grooming Standards

5.4.1 Haircuts

Haircuts shall be of a style and length that is socially acceptable. Hair shall be worn within contemporary standards, based upon a degree of community acceptance by the public we serve and conditioned as follows:

- a.** When standing erect and looking straight ahead, the hair shall not touch or cover below the middle of the ear.
- b.** The hair line "neck edge" may be tapered, undercut, or blocked but shall not extend below top of the uniform shirt collar or any shirt collar when standing erect, looking straight ahead.
- c.** Unusual designs created by shaving certain parts of the head are not permitted, i.e., Mohawk, monk, or any other unusual design.
- d.** Unusual hair colors are not permitted.

5.4.2 Sideburns

- a. Sideburns shall be neatly trimmed
- b. The bottom edge of the sideburn shall be a straight horizontal line, and shall not fall lower than the bottom of the ear
- c. Each sideburn shall not be wider than 1 1/4 inch, and should not touch the ear. The forward edge of the sideburn shall form a straight vertical line.
- d. Sideburns styles such as "pork chop", "mutton chop", "bushy", "flare", and "boot" styles, or any resemblance thereof, will not be permitted.

5.4.3 Facial hair

- a. Mustaches shall be neatly trimmed and may not cover the top line of the bottom lip.
- b. Short cropped and neatly groomed goatees or beards are permitted.

5.4.4 Neatness and Cleanliness

It shall be the duty of all members of this Department to keep good personal hygiene habits.

Chapter Six ***Conduct***

Section 6.1 General Behavior:

A member shall not act or behave, on or off duty, in such a manner as to bring discredit upon himself/herself, the Department, or the District.

Section 6.2 Obedience to Laws, Regulations, and Orders:

Members shall not willfully violate any federal statute, state law, or local ordinance.

6.2.1 Members shall conform to and abide by School District Board of Education, Administrative Regulations and Board Policies and the Classified Personnel Agreement.

6.2.2 Members shall strictly obey and properly execute any lawful order issued by any superior.

6.2.3 When assigned to duty with other members of the Department, a member shall be jointly responsible for compliance with the Rules, Regulations, and the proper performance of duty.

Section 6.3 Conduct towards Others:

Members shall not intentionally antagonize or show disrespect to persons with whom they contact and shall treat all persons in a courteous and civil manner.

Section 6.4 Use of Alcohol:

A member shall not drink any kind of intoxicating beverage while on duty. No member shall report for duty, or be on duty, while under the influence of alcoholic beverages. The odor of an alcoholic beverage on the breath will be considered presumptive evidence.

6.4.1 Members shall not consume intoxicating beverages while on the premises of any District property or while at a School District function.

6.4.2 A member of the Department shall not report for regular tour of duty under the influence of any drug/medication prescribed or otherwise, nor shall any member of the Department consume any drug/medication prescribed or otherwise, while on duty which may impair their ability to perform their assigned duties.

Section 6.5 Games of Chance - Gambling:

A member shall not engage in any game of chance, or in any form of gambling, while on District property or at any School District function.

Section 6.6 Rewards - Loans - Gifts - Favors:

A member shall not accept, directly or indirectly, a gratuity, fee, loan, reward or any gift of intrinsic value from:

6.6.1 Any person liable to arrest or to complaint.

6.6.2 Any person in custody.

6.6.3 Any person discharged from custody.

6.6.4 Any friend or representative of such persons.

6.6.5 Members individually or collectively shall not solicit or accept any reward for the performance of duties, nor shall they seek or ask for a gratuity of any kind.

6.6.6 Members shall not use their positions to seek free admission to places of amusement, sporting events, etc., and shall not solicit free meals, transportation or any other favors or gratuities that would not ordinarily be given to a private citizen.

Section 6.7 Recommending Lawyers or Bondsmen:

Members in their official capacity shall not recommend or suggest the name or employment of any person, firm, or corporation to act as attorney, counsel, or bondsman.

Section 6.8 Sleeping on Duty:

A member of the Department shall not sleep when on duty.

Section 6.9 Untruthfulness:

No member of the Department shall knowingly make any false statement when questioned, interviewed, or when submitting any verbal or written reports.

Section 6.10 Mishandling of Evidence:

No member shall fabricate, withhold, interchange or knowingly destroy evidence of any kind without proper authority and in the fashion prescribed by law.

Chapter Seven ***Responsibility***

Section 7.1 Personal Information:

A member shall provide the Department with personal data such as his/her correct name, address, telephone number, and the name of the person to be notified in case of an emergency. He/she shall be responsible for keeping his/her supervisor informed of any changes.

Section 7.2 Residential Telephone:

Personnel must maintain a telephone in their place of residence.

Section 7.3 Incurring Liability Against District or Department:

No member shall incur a liability charge against the Department or the District without proper authorization.

Section 7.4 Care of District Property and Equipment:

A member shall be responsible for the proper care, maintenance, and serviceable condition of any District property, fixed or movable issued to or assigned to him/her. Loss of, damage to, or unserviceable condition of such property shall **immediately** be reported to his/her supervisor. Willful or negligent abuse, mutilation, or destruction of District property shall be grounds for disciplinary action.

Section 7.5 Use of District Property and Equipment:

No member of this Department shall enter a District facility, on or off duty, with or without permission, for the purpose of borrowing/using/operating tools of any type, duplicating machines, typewriters, audio visual equipment, cameras/film rooms, computers or duplicating computer programs, or any other District property/equipment for **personal** use. Willful disregard of this Departmental policy will be grounds for disciplinary action.

Section 7.6 Return of District Property:

When a member is suspended, resigned, or separated from the Department for any reason, all issued District property shall be returned to the Security Department.

Section 7.7 Money and Property of Others:

A member shall deliver to the proper custodian, monies or other property not belonging to him/her, which comes into their possession. A proper report shall be made of the transaction. Members shall not appropriate to their own use any evidence, lost, found, stolen, or recovered property. Members shall not appropriate to their own use any Departmental property without prior approval of a Supervisor.

Section 7.8 Care of Identification Items and Other Departmental Issued Items:

A member shall be personally responsible for the items of identification, and any other item(s) issued to him/her by the Department, i.e., badge, identification card, etc.; a member shall neither loan nor borrow such items. All issued items shall be maintained in proper order and in a clean and serviceable condition. He/she shall immediately report the loss of such items to his/her supervisor and prepare a written report of the circumstances leading to the loss.

Section 7.9 Statements During Departmental Investigations:

If requested to make a statement in the course of an official Departmental investigation, members shall make full, complete, and truthful statements.

Chapter Eight
Work Rules

Section 8.1 Performance of Duty:

In addition to the District's work rules, members of the Department are governed by the following rules:

8.1.1 While on duty, members shall devote their full time and attention to the service of the District and the schools that are contained within it. Members shall direct and coordinate their efforts in such a manner, which will establish and maintain the highest standard of efficiency. Members are required to discharge their duties in a cool and firm manner, and they shall act together, assist, and protect each other in the maintenance of law and order.

8.1.2 Members shall not display cowardice or fail to support their fellow members in the performance of duty. Members who fail to fulfill their sworn duty because of fear shall be subject to immediate relief from duty, pending further action by the Department.

8.1.3 Members shall be loyal to the Department. Your statements can lower the morale of other employees and diminish public respect. Refrain from gossip or criticism about other departments and their members. This section does not prohibit reporting misconduct of others to the Chief of Security.

8.1.4 Any member of the Department who shall display reluctance to properly perform his/her officially assigned duties, or whose actions bring discredit upon themselves the Department or District, or who fails to assume responsibility or exercise diligence, intelligence and interest in the pursuit of his/her duties may be deemed incompetent.

Section 8.2 Duties of Personnel:

8.2.1 Protect life and property.

8.2.2 Preserve the public peace.

8.2.3 Protect individual's rights.

8.2.4 Prevent crime.

8.2.5 Detect and arrest violators of the law.

8.2.6 Enforce federal, state, county, and all related laws as required to maintain the efficient operation of the educational process.

8.2.7 Carry out specific duties and assigned responsibilities.

8.2.8 Carry out any duty required by a lawful order.

8.2.9 Report and/or take the proper action, with any situation requiring police authority action, in a reasonable amount of time.

8.2.10 Maintain a close working relationship with local law enforcement agencies.

Section 8.3 Personal Property:

Members shall respect the personal property of another. No member shall touch, remove, or deface another's property without direct permission.

Section 8.4 Hours of Duty:

Each member shall be assigned regular hours of active duty, subject to periodic change. Members are to be considered off duty during other hours; however, they are subject to recall during emergencies and will report for duty immediately when so notified by the Chief of Security or his designee.

Section 8.5 Punctuality:

Members shall be punctual in reporting for duty at the time and place designated by the supervisor. "Reporting for duty," means that the member is ready, in uniform, and available to work at the time scheduled. Failure to report promptly at that time deems negligence of duty, and the member may be subjected to disciplinary action.

Section 8.6 Leaving Duty Assignment:

Members shall not leave their duty assignment until he/she is properly relieved. Members shall not leave their duty assignment early unless approved by the Chief of Security or his designee. Early departure from duty is "dereliction of duty" and the member may be subjected to disciplinary action.

Section 8.7 Absence:

A member shall be absent only with proper leave or permission. A member unable to report for duty shall immediately report the facts and reasons to their supervisor.

Section 8.8 Telephone Etiquette:

Members shall treat all callers in a friendly and courteous manner. When answering the phone, members shall identify themselves along with their department.

Section 8.9 Breaks and Lunches:

Members of the Department shall be allowed and one thirty minute lunch per an eight hour shift daily. During the lunch period the member of the Department shall be considered on duty and may be subjected to calls for service or any other duties.

Chapter Nine

Personnel

Section 9.1 Assignment:

The Department's responsibility is to provide the District with the highest possible standard of law enforcement. The good of the service shall always be the primary factor in the assignment and deployment of its members. The Department's services vary in character and in many locations. Therefore, members will be assigned tours of duty at places where it is believed their activities will be of maximum benefit to the District. Due consideration will be given to such factors as:

9.1.1 District needs.

9.1.2 Desire to broaden education, training, and/or expert.

Chapter Ten

Use of Electronic Information Resources

Section 10.1 Internet Access Rules:

Each member of the Department is responsible for their use of the Internet and the District Network. All rules of conduct described in the District Policies apply when using the network.

10.1.1 Illegal activities of any kind are strictly forbidden. Illegal activities are those acts that constitute a violation of the Michigan School Code, Local, State, and/or Federal Laws. Federal copyright laws will be observed in the use and distribution of information retrieved from or sent over the Internet.

10.1.2 Unauthorized access to other users' work and/or resources is prohibited. This includes the use of another's password to gain unauthorized access.

10.1.3 The network shall not be used for personal and/or commercial financial gain. Product advertisement and/or political lobbying are prohibited.

10.1.4 Use of language and/or transmission of material that is threatening, obscene, disruptive, sexually explicit, protective by trade secret, or that could be constructed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religion is prohibited.

10.1.5 Use of the system to encourage the use of drugs, alcohol, tobacco, promotion of unethical practices, and/or any restricted activity as defined by law or District Policy is prohibited.

10.1.6 Downloading of material shall be limited to work related information.

10.1.7 Damaging of computers, other users' work, and/or networks is prohibited. Any software having the purpose of damaging any computer and/or network system is prohibited.

10.1.8 Computer equipment (hardware and/or software) may not be removed from a school site or district property without written permission.

10.1.9 Installation of non-work related software is prohibited unless authorized by the Chief of Security or his designee.

Section 10.2 Privacy:

While you may be alone on the computer, what you say and do can be viewed by others on the network. Never use inappropriate language. Internet and/or other computerized information on the District network may be monitored, at any time, by District personnel for possible abuse of this agreement.

Members are not to reveal home addresses, telephone numbers, or any other personal information about themselves, students, or District employee

Chapter Eleven
Public Relations

Section 11.1 Public Relations:

To facilitate accomplishment of District objectives, each member shall actively strive to gain public support, and win friendly citizen cooperation in Departmental programs and procedures.

11.1.1 The attitude of each member shall be one of service and courtesy. In non-restrictive situations, the member shall be pleasant and personal. On occasions calling for regulation and control, the member shall be firm and will avoid any appearance of rudeness. Each member shall make a conscious effort to conduct both his/her official and private life in a manner that will inspire the confidence and trust of the public. Displays of temper, sarcasm, criticism, and periods of moodiness are to be avoided.

Section 11.2 Public Appearances and Writing:

Members are governed by District policy when addressing and writing articles or manuscripts for publication, especially when identified as a member of the Department.

11.2.1 This section is not intended to restrict or discourage attendance of members as guests at regular luncheons, dinners, or meetings of recognized civic and fraternal groups, clubs, organizations and societies.

Section 11.3 Information Requests:

Incoming calls from the public concerning requests for information regarding Department policy shall be referred to the Chief of Security or his designee.

Section 11.4 Media Contacts:

If any media representative should contact a member, they shall refer the representative to the School District's Superintendent, the Chief of Security or his designee.

Section 11.5 Emergency Calls:

Any person reporting a situation to this Department requiring emergency action shall not be required to make a second telephone call, nor shall the call be transferred. Personnel of this Department shall acknowledge and relay calls of an emergency nature, to the proper authorities.

Section 11.6 Political and Religious Views:

Members of the Department, while on duty, shall not engage in political or religious discussions to the detriment of anyone. They shall not speak critically or derogatorily of any race, nationality, creed, or belief of any person.

Section 11.7 Political Activities:

Members of the Department shall not engage in political activities while on duty, other than to cast their votes and to express privately their own opinions.

Section 11.8 Cooperation With Other Public Agencies:

Members of the Department shall cooperate with all Law Enforcement agencies, City Departments, and public service organizations. Members shall give aid and information, consistent with Departmental orders, to any such organization.

Chapter Twelve

Police Services Responsibilities

Section 12.1 Background:

Both the District's Chief of Security and the Pontiac Police Chief have approved a "Memorandum of Understanding". This Memorandum of Understanding is to be used as a guideline when determining responsibility for school related incidents. The primary duty and jurisdiction of the School District of the City of Pontiac Security Department are as follows:

- a. Crimes committed against school district students on or near district property, or while attending school-sponsored events, or while traveling directly to and from school and/or a school sponsored event.
- b. Crimes committed against district employees or the general public on or near district property.
- c. Crimes committed against district property.
- d. Crimes committed by students, district employees or the general public on or near district property.

Section 12.2 Investigative Procedures:

The School District of the City of Pontiac Security Department and the Pontiac Police Department shall be responsible for completing criminal investigations that their agency initiates. Listed below are specific cases that PSD Security Department will refer to Pontiac Police Department for investigation:

- a. Murder
- b. Felony Assault
- c. Sexual Assault

- d. Child Abuse
- e. Kidnapping
- f. Firearms
- g. Domestic Violence
- h. Serious Criminal Threats
- i. Missing Persons
- j. Hit and Run Accidents
- k. Explosive and Destructive Devices
- l. Gang Related Crimes

Section 12.3 Exceptions to the Memorandum of Understanding:

At times, it may be necessary to deviate from the above outlined guidelines. This will be done only at the direction of the District's Chief of Security or the Pontiac Police Department Chief of Police.

Chapter Thirteen
Records, Reports and Communications

Section 13.1 Reporting Information:

Members shall properly report any information given to them in good faith that might indicate the need for action by the Department.

Section 13.2 Official Communications:

Official communications, requests, information, suggestions, or complaints, whether moving up or down within the Department, shall be confined to official channels. Each level in the Chain of Command shall be respected.

Section 13.3 False Information in Records:

Members shall not produce false official records. Members shall not knowingly or willingly enter; or cause false entry of improper information or material matter.

Section 13.5 Removal of Records:

Members shall not remove any official record of the Department except as directed by their supervisor, or under due process of law. A member shall not obtain, or attempt to obtain, information from the Department files/reports, or tape recordings from communications of which he/she has official interest therein. Members shall not use records or information acquired during the course of employment or duty for their own private purpose, or other means.

Section 13.6 Confidential Information:

The official business of the Department is confidential. Members may discuss or give official information **only as follows:**

13.6.1 To persons for whom the information is intended.

13.6.2 As directed by their superior officers.

13.6.3 Under Due Process of Law.

13.6.4 Members shall divulge the content of any directive they may receive only when required to do so by the nature of the directive. The content of a criminal record, filed in the Department, shall not be shown or divulged to anyone other than authorized personnel. Members of the Department are to regard all information obtained as a result of their employment, as confidential information, unless directed otherwise by their immediate supervisor.

13.6.5 Members shall not speak, write for publication, make speeches, or upon interview, give any confidential information relating to the official business of the Department, nor shall they impart such information relating to the official business of the Department to anyone, except as provided for as noted previously. All inquiries regarding confidential information shall be referred to the Chief of Security or his designee.

Section 13.7 Reports - Oral and Written:

A report, oral or written, is a communication of information set forth in an accurate, concise, clear, and complete manner as a record of a given incident. Every investigation needs to be complemented by an accurate report. Substantially, all reports are answers to the question: when, who, where, what, how, and why? If the investigating officer will keep these questions fixed in mind, and devote higher attention to securing satisfactory and accurate answers to them, his/her reports are certain to be acceptable.

- a.** If a School Police Authority Officer is the first officer to arrive at the scene of an incident, on or off campus, the officer will take appropriate police action and be responsible for all facets of the situation.
- b.** All reports by School Police Authority Officers will reflect a thorough investigation including statements of suspects, victims, and witnesses, description of evidence, and a complete summary of pertinent details before, during, and after the incident.

13.7.1 Officers should attempt to complete reports, not involving an in custody, on the day they are reported, however they are allowed one extra day to complete these reports with the Supervisor or Chief of Security approval. Reports assigned the last day of an officer's workweek are due that day, before they leave work to begin their days off. The only exception to this is if a supervisor gives prior approval for extra time to complete a report.

13.7.2 Whenever a crime report involves a case in which a suspect has been booked into a custody facility (jail, juvenile hall, etc.), the officer handling the case shall complete the report and have it approved by a school police authority supervisor before ending his or her watch that day, even if it means remaining on duty beyond their end of watch. Reporting officer shall make a copy of arrest report for the Pontiac Police Department.

Section 13.8 Assignment of Case Number:

All reports shall be assigned a School District Police Authority District Report Number (DR#). All reports which are not internal shall have a Pontiac Police Department Case Identification

Number (CI#) assigned to them. This CI # will be obtained through the Pontiac Police Department Dispatcher. This number will be in addition to our Departmental DR#.

Chapter Fourteen ***Vehicles***

Section 14.1 Use of District Vehicles:

Members of the Department shall not use a district vehicle without the knowledge or permission of a supervisor. Prior to use of any district vehicle the member shall possess and maintain a valid Michigan Driver's License and have it in their possession while operating the district vehicle.

Section 14.2 Operation of Vehicles:

Members of the Department when on duty and driving vehicles of any description, either private or District owned, shall not violate any traffic laws except in the necessary performance of their duty.

Section 14.3 Unauthorized Persons in District Vehicles:

A member operating any District vehicle shall not permit anyone, other than authorized personnel of the Department to ride in the vehicle. The only exception is when a member is authorized by order of the Chief of Security or his designee and after the appropriate release waiver is completed, signed, and approved.

Section 14.4 Vehicle Inspection:

It shall be the responsibility of each member to complete a safety inspection of the District vehicle prior to, and after operation. A safety inspection will include the interior, exterior, and trunk of the vehicle. While inspecting the interior of the vehicle, the member shall check for contraband, lost or found property, and to insure that the vehicle mechanisms are operable.

While inspecting the exterior, the member shall check for unreported damage and insure that all required equipment is in a safe operable condition. While inspecting the trunk, the member shall check and replace any needed supplies prior to the start of the shift.

Section 14.5 Damage to Vehicles:

In the event of damage to a District owned vehicle, which is being operated in the service of the District, the member operating the vehicle shall promptly notify their supervisor of the incident. A memorandum reporting such damages shall promptly be prepared and forwarded to the Chief of Security or his designee.

Section 14.6 Accidents:

In the event of an accident involving any District owned vehicle, which is being operated in the service of the District, the member operating the vehicle shall:

- a. Remain at the scene, request the local jurisdictional agency to respond and complete an accident investigation report.
- b. Promptly notify his/her supervisor of the incident.
- c. Promptly prepare a memorandum to the Chief of Security reporting such damages.

d. If the accident involves a serious injury to either party notify the Chief of Security or his designee immediately.

Chapter Fifteen ***Arrests and Use of Force***

Section 15.1 Disposition of Violators:

Officers have various methods of handling people involved in criminal acts. These methods include, but are not limited to the following:

15.1.1 On-scene arrest, when the arresting officer witnesses the act. Normally, officers will attempt to make arrests away from the classroom. Whenever possible, the Site Administrator shall immediately be notified before the student is contacted and removed from the classroom.

15.1.2 In felony cases not witnessed, the officer shall make appropriate written report and contact the Pontiac Police Department.

15.1.3 Cases where the suspect is identified, but his/her whereabouts are unknown, proper reports should be submitted to the appropriate prosecuting agency requesting a warrant of arrest.

15.1.4 When juveniles are arrested by School Police Authority Officers, it is **MANDATORY** that the officer makes all reasonable efforts to contact the parents and advise them of the circumstances and disposition of the case. The Security Department crime reports will reflect only those facts developed during the investigation. Statements related to disposition of a case will be limited to whatever disposition is made by the School Police Authority Officer.

Section 15.2 Use of Force:

While in the performance of official duties, the use of force may be necessary to maintain order, enforce the law, and protect life and property. Legal limits have been placed on police use of force to ensure the rights of individuals.

Force may be defined as the *force used to obtain compliance with the law or control of a situation.*

Verbal commands or the mere presence of the officer often may be sufficient to control a situation.

However, physical force may be required to safely obtain compliance or gain control of a situation.

Control of a suspect through advice, warning or persuasion is preferable; however, the use of physical force is sometimes necessary for the protection of the public, the suspect, and/or the officer. When physical force is applied, the officer may be required to escalate or de-escalate the force used depending on the suspect's level of force or resistance.

Every situation is different and an officer may be required to initiate force at any level, however, the following levels of force should be used as a guideline for determining the reasonable options available.

Officer's Presence: An officer's presence alone is a form of force and control. An officer's authority and uniform are frequently enough to bring about order or compliance.

Verbal Commands: Verbalization is usually the first action an officer will take. This may include persuasion, advice and warnings. If the suspect submits to verbal commands, physical force would probably be unreasonable.

Controlling Force: This is the lowest level of physical force and the goal is the application of pain without injury to gain compliance. This would include tactics such as, a firm grip control, escort holds, compliance holds, carotid control holds, and the use of chemical agents.

Injuring Force: This involves the use of the PR-24, straight stick baton, or the ASP. This level of force should only be used when a suspect fails to submit to Controlling Force techniques or when Controlling Force tactics reasonably appear to be inappropriate.

15.2.1, Members of the School District of the City of Pontiac Security Department shall use only that amount of force that is reasonably necessary to conduct law enforcement activities "Reasonableness" of the force used must be judged from the perspective of any objectively reasonable officer on the scene at the time of the incident.

When evaluating the "reasonableness" of a particular level of force, the following factors should be taken into consideration.

1. The conduct of the individual being confronted (as reasonably perceived by the officer at the time).
2. Officer/subject factors (age, size, relative strength, skill level, injury/exhaustion, number of officers vs. subjects).
3. Influence of drugs/alcohol (mental capacity).
4. Proximity of weapons.
5. Seriousness of the suspected offense of reason for contact with the individual.
6. Officer's training and experience.
7. Potential for injury to bystanders, officers and suspects.
8. Risk of escape.
9. Other exigent circumstances.

15.2.2 Supervisory notification shall be made as soon as practical following the application of physical force. All use of physical force should be documented in an appropriate arrest report, crime report, incident report, or a School Police Authority information report. Reports of use of force will be reviewed by a supervisor for determination of whether it was "in policy" or "out of policy."

15.2.3 When force is used, medical assistance shall be obtained as soon as possible for subjects who;

- a. Have sustained injury.
- b. Have expressed a complaint of injury.
- c. Have been rendered unconscious.
- d. Have had a carotid control hold applied to them.
- e. Have been administered a chemical spray, OR
- f. An officer feels medical assistance is appropriate.

15.2.4 The use of force report shall include the names/addresses of all persons involved, the type of force used, the number of times the force was used, the reason the force was needed, and any injury or complaint of injury on the individual(s) who was subjected to the use of force.

15.2.5 In addition to an arrest report, crime report, incident report, or School Police information report, the on duty supervisor shall submit a memorandum to the Chief of Police via Chain of Command. This memorandum shall include the information outlined in 15.2.4.

Section 15.3 Juvenile Detentions at the Pontiac Police Station:

The School Police Authority Station was not designed to hold prisoners. On occasion, it may be necessary for officers to bring prisoners to the School Police Authority Station in order to investigate crimes, arrange for release, or prepare for transfer to a secure detention facility.

15.3.1 Only prisoners who appear cooperative should be brought to the School Police Authority Station. If at any time the prisoner becomes belligerent, they shall be removed and taken to a secure holding facility.

15.3.2 All individuals arrested or detained must be logged in and out in the Detention Log Book.

15.3.3 Prisoners must be supervised at all times by a sworn officer.

15.3.4 Prisoners should be held at the School Police Authority facility for no more than two hours. After the two-hour limit the individual shall be released, or transported to a secure detention facility.

15.3.5 It shall be the duty of the arresting officer to advise the detained juvenile of his/her Miranda Rights when appropriate with parent or guardian present.

15.3.6 Prisoners shall be handcuffed, but officers should use judgment when deciding whether or not to keep juveniles handcuffed for long periods of time. No prisoner in our station may be cuffed to a wall, chair or other object.

Section 15.4 Safeguarding Persons in Custody:

Members having in their custody, any persons under arrest or detention shall properly safeguard such persons and their property. Members shall not, at anytime physically or verbally abuse any person in their custody.

Chapter Sixteen
Sexual Harassment

Section 16.1 Sexual Harassment Defined:

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature made by someone from or in the work setting when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment or of adversely affecting the member's performance, evaluation, advancement, assigned duties, or any other condition of employment or career development.

Section 16.2 Examples of Sexual Harassment:

Examples of sexual harassment, whether committed by a supervisor or any other member, are, but are not limited to;

- a. Unwelcome leering, sexual flirtations or propositions.
- b. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
- c. Graphic verbal comments about an individual's body, or overly personal conversation.
- d. Sexual jokes, stories, drawings, pictures or gestures.
- e. Spreading sexual rumors.
- f. Touching an individual's body or clothes in a sexual way.
- g. Cornering or blocking of normal movements.
- h. Displaying sexually suggestive objects in the work environment.

Section 16.3 Reporting:

Members who believe they have been a victim of sexual harassment or subjected to a hostile work environment should report the incident to a supervisor immediately.

Chapter Seventeen
Weapons and Equipment

Section 17.1 Equipment:

Members are to have in their possession and use only equipment that meets Departmental and District standards.

17.1.1 Handcuffs: Peerless or Smith & Wesson quality.

17.1.2 Oleoresin Capsicum Spray (O.C. Spray): O.C. spray is an authorized less than lethal weapon. The officer may carry O.C. spray after successfully completing a MCOLES approved training course in the use of O.C. spray.

Chapter Eighteen ***Radio Communications***

Section 18.1 Transmissions:

All radio transmissions will deal strictly with Department business and shall be conducted in a businesslike manner. Radio time is valuable. Keep messages brief and accurate. Delay routine messages during emergencies. Pronounce words distinctly and slowly. Use of radio codes shall be standard.

Chapter Nineteen ***Use of Telephones and Paging Devices***

Section 19.1 Cellular Telephones:

19.1.1 The possession and use of personal cellular phones is not authorized while on duty.

Chapter Twenty ***Disciplinary Action***

Section 20.1 Discipline Defined:

Discipline is the enforcement of conformity to policies, rules, regulations, and other administrative or legal requirements or practices, designed to maintain a standard of cooperation and conduct necessary to carry out the assignment successfully. Self-discipline or self-conformity is the goal strived for by the rule. When self-discipline fails, disciplinary action by the appointing authority is authorized and shall be accomplished in such a manner as to be just, equitable, consistent, and suited to the situations, and shall be administered in such a manner as to obtain conformity. All disciplinary actions should correct nonconforming behavior and be in proportion to the severity of the misbehavior.

Section 20.2 Discipline – Purpose:

The primary objective is to bring about positive changes in the attitude and actions of the individual whose work or conduct has not been in conformance with Department standards.

Section 20.3 Cause for Disciplinary Action:

Members of the Department shall be subject to disciplinary action for acts of misconduct.

Section 20.4 Misconduct – Defined:

The term "Misconduct" defined as:

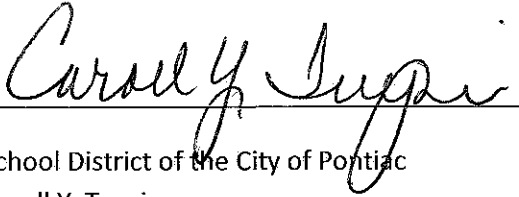
20.4.1 Commission of a criminal offense.

20.4.2 Violation of Department or District Policies, Rules, or Regulations.

- a.** It is the responsibility of management to initiate appropriate disciplinary action for violations by members of this Department. Management will conduct an investigation of the incident and prepare a complete report containing: statements of the witnesses, statement by the member, and details of all circumstances and evidence pertinent to the case.
- b.** In lieu of suspension pending formal charges, the Chief of Security may relieve a member of his/her regular duties and assign him/her to duty, which does not require the exercise of Police Officer Authority. This procedure is preferred over immediate suspension, unless the total circumstances indicate the subordinate is apt to further jeopardize the welfare, integrity, or image of the District and Department as a result of being retained on active duty.

IN WITNESS THEREOF the parties duly authorize hereby agree to be bound by the terms and conditions of this Agreement.

By:



School District of the City of Pontiac
Caroll Y. Turpin
President, Pontiac School Board

Date 2/11/2013

MAP

President

Date _____

Representative

Date _____