

This Agreement entered into this _____ day of _____, **2005**, by and between the Allen Park Education Association MEA/NEA, hereinafter called the "Union", and the Board of Education of the Allen Park Public Schools, the City of Allen Park, Michigan, hereinafter called the "Board".

WITNESSETH:

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the children of Allen Park is their aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

AGREEMENT
2004-2006

GENERAL RIGHTS OF THE BOARD

It is agreed, except as modified by this agreement, that the Allen Park Board of Education retains all powers, rights and authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.

The exercise of these powers, rights and authority shall be limited only by the terms of this Master Agreement.

ARTICLE I
Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all certificated or professional personnel or both whether under contract or on leave, employed by the Allen Park Board of Education, including continuous part-time teachers and any person who is placed in a temporary teaching situation or position and remains there over ninety (90) school days. Such representations shall cover all personnel assigned to newly-created teaching positions. Such representation shall exclude: Superintendent, Assistant Superintendents, all Principals, Assistant Principals, and Directors.

The term "Employee" or "Teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The Employer agrees not to negotiate with or recognize any teachers' organization or union other than Allen Park Education Association MEA/NEA for the duration of this Agreement.

ARTICLE II
Union and Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The Union and its representatives shall have the right to use school buildings, including audio-visual equipment, at all reasonable hours for meetings, in accordance with existing Board policy.

- C. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and must notify the building administrator, and if not available, the representative shall notify the building office of their presence.
- D. The Union shall be provided bulletin board space in the teacher studies and/or lounges in each school. The administrator shall so define the exact area of the bulletin board, not less than nine square feet (approximately three [3] feet by three [3] feet) in a location easily accessible to teachers and in open view. This space shall be labeled "Union." The Union shall have the use of the inter-school mail service and teacher mail boxes for communication to teachers. The Union shall provide copies of all materials distributed through school channels to the building administrator. It is understood that at no time shall students be involved in the dissemination of such literature, and such material shall not be made readily accessible to them.
- E. The Board agrees to furnish to the Union in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census, and membership data, names and addresses of all teachers, salaries paid thereto and educational background and such other information in response to reasonable requests, which may be necessary for the Union to process any grievance or complaint.
- F. **The parties agree the Board will establish a process for receiving input during the budget development process from the APEA, through representatives as chosen by the APEA President. The number of representatives from the APEA shall not exceed 6 members.**
- G. The Union shall be consulted by the Superintendent on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration; and the Union shall be given the opportunity to advise the Superintendent with respect to said matters prior to their adoption and/or general publication. The Superintendent shall not submit any proposal to the Board for additional operational or building millage without prior consultation with the Union.
- H. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- I. The Provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Union shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- J. A place on the agenda of all Board meetings shall be reserved specifically for Union representatives and shall be so indicated in the written Agenda and in the resultant Board minutes provided request for the place is made by noon Friday preceding the regular meeting. The Association President and each Local Association Representative shall be provided complete minutes and agendas of all Board meetings at the time as the above mentioned items are sent to the Board.
- K. The Superintendent and/or the Administrator of each school shall at the convenience of both parties meet with representatives of the Union upon request of either party on educational matters or on questions relating to the implementation of this Agreement.
- L. Local Association Representatives (A.R.) are guaranteed speaking time at any and all building teacher meetings. The representatives may be placed last on the agenda, but within the accepted time limit placed on such a meeting.

- M. The rights granted herein to the Union shall not be granted or extended to any competing teaching labor organization.

ARTICLE III

Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union, including the NEA, MEA, and the Local Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- B. Any teacher who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Union an amount equal to membership dues payable to the Union, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Union or authorized payment through payroll deductions, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Union, all dues and fees collected. The Union agrees promptly to advise the Board of all members of the Union in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, River's Edge Community Credit Union, Michigan Educational Credit Union, Lincoln Park Community Credit Union, Detroit City Income Tax, United Foundation, United States Savings Bonds, and contributions to the MEA-PAC and NEA-PAC.
- E. Any legal fee incurred related to litigation regarding Article III, Dues Deducted and Representative Fee, shall be borne totally by the Union, provided the Union selects the legal counsel.
- F. The Union agrees to save the Board harmless and to reimburse it for any damages including salaries, legal fees and court costs which it may suffer by virtue of this Article, provided that the Board notify the Union of any claims made against it and permits the Union to intervene and to defend against any such claims. The Board agrees not to compromise any such claim without the consent of the Union and grants permission to the Union to make all necessary appeals as are necessary to defend against such claims.

It is further agreed between the parties that in the event that any court of last resort determines that this Article is contrary to the laws of the State of Michigan or is unenforceable under such laws, that the parties will meet and bargain such new language as is necessary to comply with the law as determined by such court.

ARTICLE IV

Teaching Hours and Class Load

- A. No teacher shall be required to report for duty earlier than ten (10) minutes before the scheduled beginning of the school day as defined in Appendix C. Teachers shall be permitted to leave ten (10) minutes after the close of the pupils' regular school day.
- B. The normal, daily teaching load in the high school and middle school will be five (5) teaching periods and one (1) unassigned preparation period, running consecutively. Newly employed, inexperienced teachers shall be assigned not more than two (2) preparations per semester. The normal teacher's day in the elementary schools shall be six (6) hours, thirty (30) minutes. Teachers will work the necessary number of contract hours as required by the State to insure full funding of the Basic Foundation Grant. If those hours change after this agreement is ratified, the times will be adjusted accordingly. The method of such adjustment shall be determined by the APEA bargaining team and representatives of the Board of Education.
- C. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty (40) minutes. All middle and senior high school teachers shall be entitled to a thirty (30) minute, duty-free, uninterrupted lunch period.
- D. Elementary teachers shall be guaranteed a regularly scheduled thirty (30) minute self-directed duty-free preparation period daily during the hours defined in Article IV, Section A.
- E. An extra class assignment shall be paid according to the following formula: one-sixth (1/6) times individual teacher's current base salary. All such assignments shall be voluntary.
- F. The non-tenure teacher shall not act as an hourly substitute, accept an extra class, or perform any other such chores on his preparation period that would affect his best performance as a teacher until all other possibilities are exhausted. Upon request, the Local Association shall be notified in writing of all exceptions.
- G. A teacher engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation (including arbitration) shall be released from regular duties without loss of salary.
- H. While teachers recognize the valuable and continuing services rendered on behalf of education by the PTA, membership and attendance in any community group, service organization, or club shall continue to be voluntary on the part of the teachers.
- I. Compulsory building staff meetings should be limited to six (6) hours per year. A meeting should not exceed one hour.
- J. The building administrator shall post or publish an agenda at least one day prior to building staff meetings, except where an emergency arises preventing such publication.
- K. All system-wide meetings shall be held on released time, except for the in-service meetings referred to in Article XXX, Section B.
- L. Teachers shall not be required to submit lesson plan books at year end, but shall make lesson plans accessible to their administrator upon request.
- M. Each teacher shall receive prior notice of events scheduled in his building for that week.
- N. During the last five (5) days of the school year, elementary student attendance will be limited to one (1) full day and two (2) half days. Time set aside for these students to receive report cards during this week may be in addition to the above student time.

ARTICLE V
Special Student Program

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program, and place extraordinary and unfair demands upon the teacher. Special attention will be given to class size where special students are placed in a regular classroom. Whenever possible, special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher.

ARTICLE VI
Teaching Conditions

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes shall not exceed the following maxima:
1. For the high school and the middle school, thirty-three (33) students per academic class effective after the Fall Pupil Count Day of the school year;
 2. For elementary schools, **administration will make reasonable efforts to limit to thirty (30) students per class; split-classes shall be limited to twenty-five (25) students each effective after the Fall Pupil Count Day of the school year;**
 3. Physical Education class sizes will not exceed forty-five (45) students. It is the intent of the Board to include a certified lifeguard in classes using the pool;
 4. For other specialized classes -- that as recommended by the State of Michigan. Experimental class situations may exceed the above limitations by mutual agreement of the parties. In no event, shall the number of students in a class exceed the number of student stations available. Any class loads not herein described shall be regulated in accordance with sound educational practice.
- B. In the event of an elementary (K-5) split-level class, the Superintendent shall notify the Association President, in writing, the reasons for the necessity of the class. If changed to K - 6, this section continues to apply.
- C. At no time shall a teacher be required to assume the duties of an administrator.
- D. No teacher shall be required to take responsibility for more than one class at a time at any grade level within the existing organizational structure.
- E. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- F. The Board agrees to make available in each school adequate typing and duplicating facilities. Clerical personnel will be available to aid teachers in the preparation of instructional material, whenever possible.
- G. Special consideration shall be given to those schools with no audio-visual rooms when ordering darkening drapes. All classrooms shall be provided with darkening drapes as soon as feasible.
- H. The Board shall make available in each school at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities shall be made in all future buildings.
- I. The Board shall provide access to an Employee Assistance Program.
- J. A place of privacy shall be available within reason in each building to teachers for business telephone conversations.

- K. Vending machines for hot and cold beverages shall be installed at the request of a particular school staff.
- L. The Board agrees that teachers shall be reimbursed for theft, damage or destruction of personal property, provided that lack of reasonable care and caution under the circumstances, on the part of the teacher, has not been the primary cause of loss.
 - 1. The Board shall not be liable for more than the actual cash value of the loss.
 - 2. The Board shall not pay amounts less than ten (\$10) dollars or more than five hundred dollars (\$500) if the loss exceeds that amount.
 - 3. The Board shall not be liable for loss covered by other insurance.
- M. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- N. Classroom interruption by administrators, department leaders, counselors, students, or other teachers, whether by intercom or in person, shall be permitted only in the case of emergency or when no other alternative is possible.
- O. When music, art or physical education teachers are absent, paid substitutes shall be provided. In the event outside substitutes cannot be found, the regular room teacher shall be considered "the substitute" and be paid the current rate.
- P. Regular classroom teachers shall not be required to participate in the planning, practice, supervising or presentation of programs, if such occur during their preparation period or outside the regular day.
- Q. Educational television shall be available to each building.
- R. Experimental programs, including use of multi-texts, and other innovative instructional techniques, shall be initiated and implemented at the request of a majority of the teachers concerned in any given building.
- S. Each Spring, middle school staff members will be given time to develop their academic team schedules for the coming year, within regular contract hours. Every effort should be made to limit consecutive blocks of time without lunch or preparation to three (3) hours.
- T. No high school teacher shall be required to teach more than three (3) consecutive classes without either lunch or a preparation period separating them.
- U. The number of rooms in which assignments occur shall be held to a maximum of three (3).
- V. The duties of homeroom or section teacher shall be rotated equally among all teachers of the high school.
- W. Extended homeroom sessions shall be eliminated insofar as is feasible.
- X. Homeroom sessions shall be convened only when no other reasonable alternative may be substituted and when held shall be scheduled on the same day each week with advanced notice published in the weekly bulletin.
- Y. High school teachers shall be granted one (1) day at mid-year examination week for the purpose of correcting examinations and computing grades.
- Z. No teacher shall be assigned a study hall.

- AA. There will be three full-time counselors in the High School and two full-time counselors in the Middle School. The counselors will work under the job description as agreed upon by the parties. There will be two social workers at the elementary level.
- BB. One day of class time may be used for pictures of sections (homeroom) for the annual, affecting all students. Another day may be used for individual pictures for school records and ID cards, affecting ninth grade and new students only. Other pictures shall be taken after school, on test days, or at other times which do not interrupt classes.
- CC. A teacher may be asked to relieve or substitute for another teacher only during his preparation period.

As a regular course of action the Administration will not direct teachers to substitute teach during their preparation periods or at any other time. Teachers may continue to be asked to substitute teach during their preparation periods on a voluntary basis, but will be directed to substitute teach only in extreme circumstances when no other viable option is available. Viable options are listed below in progressive order, depending on the number of teachers absent and the number of classes needed to be covered on a given day.

1. The principal will coordinate the use of substitutes in his/her building to cover any vacancies, including utilizing assigned substitutes at the secondary level on a 6/5 basis.
2. The principal will try to coordinate his/her staff through special assignments with the voluntary cooperation of his/her staff.
3. Teachers attending workshops/conferences will be required to return to their buildings if no substitutes are available to cover assignments in their building.
4. Teachers attending workshops/conferences who have substitutes will be required to return to their buildings in order to release their substitutes to fill vacancies in other classrooms/buildings.
5. The principal will utilize all staff members, from certified staff members without regular classroom responsibilities (i.e., media specialists, counselors, social workers, reading teachers, building administrators) to non-certified staff members who may substitute teach on a permit basis.

The District will make every reasonable effort to increase the pool of substitute teachers available to fill in during teacher absences, and to utilize substitute teachers as effectively as possible in order to minimize instances when classes may be left without substitute coverage.

When an extreme circumstance arises, requiring the principal to direct a teacher to substitute, the teacher will be paid at the rate of \$30.00/hour. This rate will apply only when the teacher has been directed; the teacher who voluntarily substitute teaches will be compensated per the formula described in Article XXII, Section F of the Collective Bargaining Agreement.

- DD. The building administrator shall be responsible for keeping a record of the time serviced as a substitute for each teacher.
- EE. No teachers shall be assigned an extended school day (namely zero and seventh hour, etc.) without his consent, except where such position cannot be filled without his consent.
- FF. Sponsors of all clubs shall be assigned on a voluntary basis.
- GG. Teachers will not be required to record their time of arrival or departure, but will check in and out.
- HH. Each teacher shall provide four additional hours outside the regularly scheduled school day. These may include PTA "Meet the Teacher Night", chaperoning or school related activities that are mutually agreed upon.
- II. Teachers will participate in evening Parent/Teacher conferences in each of the two semesters. Teachers absent during parent/teacher evening conferences shall meet with the Superintendent or his

designee and a representative of the APEA to choose one of the following options for not participating in evening parent/teacher conferences:

- a. Three hours of compensatory time in the teacher's building to be used in a way consistent with the teacher's duties.
 - b. Deduction from the teacher's accumulated sick leave of one-half (1/2) day.
 - c. Payroll deduction of one-half (1/2) day salary based upon the following formula: Teacher's base salary divided by two hundred (200) days times fifty percent (50%).
- JJ. As part of the Middle School's "Assertive Discipline" program teachers will continue to be required to make a follow-up phone contact with parents of any and all students who they send out of class for disciplinary reasons. However, they will be required to make no more than two attempts during the workday to reach a parent directly or connect with an answering machine or voice mail system. These attempts are expected to be made before the class meets the following day. Following the second unsuccessful attempt they may continue to try for phone contact or opt to complete a form letter, provided by Middle School Administration, on which they will note the date and time of the unsuccessful attempts. Teachers opting to use the form letters will leave them, upon completion, in a designated location in the Attendance Office for mailing.

ARTICLE VII

Department Leaders

- A. The teachers in any department in the middle and/or senior high school level shall have opportunity to submit application for assignment as Department Chairman, during the month of May.
- B. Department leaders shall call a meeting of their department, during the initial stages of scheduling, to determine class assignments through interaction with their colleagues. Such assignments will then be forwarded to the building Administrator as a recommendation of the department.

ARTICLE VIII

Professional Qualifications and Assignments

- A. All teachers shall meet **Federal ESEA (Elementary and Secondary Education Act) Highly Qualified Teacher requirements as implemented by the Michigan Department of Education. All teachers shall also meet** the minimum regular certification standards of the State of Michigan for their specific assignments. In addition, the following qualifications apply:

Elementary Level:

Teachers in Early Childhood Education: Kindergarten and first grade teachers shall have an Early Childhood Education (ZA) endorsement. Teachers in position as of September 1, 2003, are grandfathered with respect to the ZA requirement as long as they continue to hold the current position, but must have at least nine (9) semester hours in early childhood education by September 1, 2004. This standard will not apply in the event of an involuntary transfer into a kindergarten or first grade position. The teacher without a ZA endorsement who has been involuntarily transferred will be transferred to another position for which s/he is qualified at the first opportunity prior to the start of a new school year, unless s/he has earned a ZA endorsement in the interim.

Specialists: Art, music and physical education teachers shall have a minimum of twelve (12) semester hours in the field. **Reading Recovery and reading specialist teachers shall have a minimum of 15 semester hours in the field (teachers in position as of [DATE] are grandfathered as long as they continue to hold the current position).** Media specialists shall have a minimum of eighteen (18) semester hours in the field of library science/information technology.

Middle School Level:

In the staffing of the middle school, the ability of the educator to assist middle school students in the attainment of those skills and understandings will be a factor considered in the granting of a transfer request.

Teachers with 7-8 all subjects certification shall have a minimum of sixteen (16) semester hours in the subject area(s) in which they teach.

Teachers with K-8 all subjects certification shall have a minimum of twelve (12) semester hours in the subject area(s) in which they teach.

Media Specialists: Media Specialists shall have a minimum of eighteen (18) semester hours in the field of library science/information technology.

High School Level:

Science teachers (Science [DX] or Integrated Science [DI] endorsement) shall have a minimum of 12 semester hours in each specific subject taught (i.e., 12 hours in chemistry).

Drama teachers (Communication Arts [AX] or Language Arts [BX] endorsement) shall have a minimum of three semester hours in drama/theatrical arts. Training and/or experience may be substituted for coursework if approved by the Michigan NCA (North Central Association) Committee

Newspaper/Yearbook teachers (Communication Arts [AX] or Language Arts [BX] endorsement) shall have a minimum of three semester hours in journalism; however, training and/or experience may be substituted for coursework if approved by the Michigan NCA Committee. Coursework in journalism is not required for yearbook; however, a certified teacher is required and training/experience must be demonstrated.

Speech teachers (Communication Arts [AX] or Language Arts [BX] endorsement) shall have a minimum of three semester hours in speech.

Reading teachers (Language Arts [BX] endorsement) shall have a minimum of three semester hours in reading.

- B. The Board shall endeavor to employ for regular teaching assignments only those teachers who have completed a bachelor's degree from an accredited institution and have a provisional, continuing, or permanent certificate.
- C. Teachers with less than a bachelor's degree who are eligible for the Michigan substitute permit shall be employed by the Board on a day-to-day substitute basis and for not more than ninety (90) days per school year. If an extension is required or necessary, a conference shall be called with the Union for the purpose of clarifying the need.
- D. Teachers shall not be assigned outside the scope of their major field of study without valid and demonstrable reasons.
- E. All teachers shall be given notice of their tentative assignments and schedules for the forthcoming year no later than the preceding first day of June. They shall include: subjects to be taught; grade level of the same and projected class sizes; the hourly sequences of classes to be taught; any extra-contractual assignments responsibility; and the room numbers and the lunch hour assignments.
- F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. In making such

assignments, excepting athletic coaches, preference shall be given to the most senior teachers regularly employed in the District. Appointment of athletic coaches shall be subject to the following conditions.

The Board and APEA mutually agree that it is advantageous, desirable, and preferable that teachers regularly employed in the District serve as coaches of student athletes. Among regularly employed teachers, if qualifications are substantially equal, the assignment shall be given to the regular teacher with greatest seniority; however, if one of the two regularly employed teachers bidding on the same coaching vacancy has substantially superior qualifications, the teacher who possesses the superior qualifications shall have preference in hiring. The assignment may be given to an outside candidate only if the qualifications of that candidate are substantially superior to those of regularly employed candidates. Should a regularly employed teacher bidding on the vacancy in question wish to contest an appointment decision, the following procedures shall govern the dispute.

1. The regularly employed teacher contesting the decision shall submit in written form his/her objection and request for review to the Assistant Superintendent within five (5) working days of the decision to award the position to the alternate candidate.
2. An interview committee consisting of four (4) certified employees will review all applications for the vacancy, and if necessary, interview all qualified applicants. The Superintendent or his/her designee will select two (2) committee members and the APEA will select two (2) committee members to serve on the interview committee.
3. The Board and APEA agree that individuals selected to serve on the committee will be qualified to judge the applicants and realize that membership on the committee may vary for each assignment that is contested.
4. If interviews of all applicants are deemed necessary, the committee will select the appropriate format and questions for the interview. The review of applications and interviews, if necessary, shall be conducted on voluntary time after school hours and a decision shall be reached within five (5) working days of the conclusion of the interviews.
5. The regularly employed teacher contesting the decision must receive a minimum of three (3) votes to be awarded the position. The decision by the committee shall not be subject to the grievance procedure. The Board and APEA shall accept the committee's decision as the final decision. Should the committee not give a minimum of three (3) votes to any one candidate, the initial decision to appoint the alternate candidate shall be subject to the grievance procedure.
6. The decision rendered by the committee shall apply only to the assignment in question. The teacher regularly employed in the District may apply for any assignments, when vacancies exist, as outlined in Paragraph 1, Section G.

Subject only to the above-stated conditions, no bargaining unit member shall be denied an appointment to an athletic coaching position except for a valid and demonstrable reason.

The Board and APEA agree to jointly develop an instrument to evaluate athletic coaches. The form shall provide for procedures which may lead to dismissal where there exists a valid and demonstrable reason to support such action.

- G. Any teacher who joins the staff after the pre-school orientation, shall be granted a one (1) day paid orientation period before assuming their teaching schedule.
- H. No teacher shall be required to have more than four (4) separate course (as numbered by computer scheduling) preparations, and every effort shall be made to hold preparations to three (3). If the number of assigned preparations exceeds three (3) per semester the Administrator will meet with the teacher to provide valid and demonstrable reasons for such assignment.

ARTICLE IX
Vacancies, Promotions and Transfers

- A. Teachers may request transfer for each succeeding school year. Such requests shall indicate preferences of grade level(s), subject area(s), and building(s). All requests must be received by the personnel office no later than March 1st. Any requests received after that date shall be considered invalid. A teacher requesting transfer shall be placed on a list to be known as the transfer list, which will be established and maintained in the personnel office.
1. Requests for transfer shall be made in quadruplicate; one copy for each building Administrator involved, one copy for the personnel office and one copy for the Association President. Such requests shall be kept on file for one (1) year.
 2. Requests which were not acted upon must be re-filed every school year in order to remain active.
- B. At the elementary level (grades K-5), teachers will maintain their current assignments unless they voluntarily relinquish them. Secondary teachers (grades 6-12) will maintain their departmental assignments but will not be guaranteed specific grade levels or courses.
- C. **In-building reassignments shall be granted on the basis of teacher preference when there is a vacancy for the following school year. Such in-building reassignments are to be made by the building administrator through May 31.** In-building reassignments shall **also** be granted on the basis of teacher preference if a teacher is displaced due to the elimination of his/her position. A teacher whose position is eliminated, and any teacher(s) with less seniority who is effected, shall be assigned a new position based on his/her preference sheet. Such in-building reassignments are to be made by the building administrator prior to March 1st. Criteria to be used in **in-building** reassignments are:
1. **District** Seniority
 2. Qualifications and certification
- In-building reassignments shall not apply to the following positions: Art, Counseling, Instrumental Music, Media, Physical Education, Reading Recovery, Reading Support, and Vocal Music.**
- Teachers displaced from a building maintain the right of in-building re-assignment only in their current building through May 31st. Teachers who have not been displaced from a building but who choose to bid on a position in a new building at the bidding pool have the right of in-building reassignment only at their new building through May 31st.**
- D. Looping guidelines:
1. A loop must be formed by 2-3 teachers in adjacent grade levels.
 2. Teachers must meet the criteria for eligibility as determined by the ICC.
 3. Teachers must apply to the building principal for approval by March 1st.
 4. A looping wheel (2-3 teachers/years) requires a written agreement that terminates at the conclusion of the 2-3 year wheel, and all parties must commit to the loop for its duration.
 5. When a loop terminates the teachers return to their positions held in the first year of the loop.
- E. All vacancies occurring during the school year caused by: leaves, resignations, transfers, building reassignments, retirements, or layoffs shall be filled by a bidding pool meeting to be held before the end of March. The meeting date shall be mutually agreed upon by the Board of Education and the Association. Each member of the Union with a request for transfer on file in accordance with Article IX, Section A shall receive written notice from the Administration ten (10) business days prior to said

meeting. Such notice shall provide official notification of the time, date, and location of the meeting as well as the names of all persons who have submitted a request for transfer. The Employer will review all vacancies and the following sequence for filling such vacancies shall be used:

1. An eligible teacher (as defined in Article VIII) returning from a leave shall be first placed in his previous position or, if that is not available, a similar position if such is available; otherwise said teacher shall be placed in another position.
 - a. Any teacher shall have the right to pass on any bid while retaining a first choice option to be exercised at any later time prior to the conclusion of bidding.
 - b. Should a split level, half-time, or split building assignment be changed prior to the start of the school year, the teacher originally assigned to the position being changed will be given the first choice in selecting the changed position.
2. A laid off teacher shall be placed in a vacancy in accordance with Article XIX.
3. If vacancies still exist the requests for transfers shall be considered. The placement of a teacher based on such request shall be conditioned upon the seniority and certification of said teacher. Further, the qualifications of said teacher as those relate to the educational needs of the district are also a condition of such placement.

Any positions becoming available after the bidding pool and **the in-building reassignment process**, through August 15, will be filled by the Board from the transfer list, in seniority order, based upon the right of first refusal among those potential transferees who are certified and qualified as defined in Section A of this article for each vacancy. Following this process, should vacancies remain, the Board will fill such vacancies.

After August 15, the Board will fill all vacancies. All vacancies occurring between August 15 and the start of the school year will be posted at the next bidding pool meeting, unless otherwise mutually agreed upon between the Board and the APEA.

F. New teachers hired after August 1, 1994, classified as Special Education staff will not be considered for General Education vacancies unless:

1. They have had General Education experience at the vacancy level (Elementary/Secondary), or;
2. The Superintendent concurs, or;
3. They have served five (5) years in Special Education in Allen Park.

G. System-wide transfers shall be subject to the following conditions:

1. Involuntary transfers shall be made only in cases of emergency, to prevent a layoff, or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Union in writing of the reasons for such transfer. If the teacher objects to such transfer, he may submit the dispute for resolution through the Professional Grievance Procedure.
2. When the conditions that caused an involuntary transfer no longer exist, a teacher who has been involuntarily transferred shall have the right to return to his/her previous building.
3. No administrator shall deny a transfer to a teacher who is certified and qualified, whether transfer position involves a transfer within a school, between schools at the same or different levels, or from one subject area to another, without valid and demonstrable reason.
4. Notice of vacancies and qualifications for such positions shall be posted in all buildings and in the personnel office with a copy sent to the Association President or his designee.

- H. Upon request, a teacher who has been denied a transfer shall be presented with the reasons for denial in writing.
- I. In the event that an administrator is returned to the bargaining unit, he shall have all rights of seniority including time served as an Administrator for the purpose of transfer rights; however, he shall not cause the involuntary transfer of another teacher.
- J. A promotion is a change in position which results in exclusion from the bargaining unit.

ARTICLE X

Teacher Leave Days

- A. All teachers absent from duty due to sickness (personal or immediate family), injury or personal business shall be allowed full pay for a total of fifteen (15) days per school year without justification. No pay shall be granted for teachers using these days for vacation or recreational purposes.

The Board shall furnish at the beginning of each school year a statement setting forth the total leave credit including the current year. Leave day records shall be maintained on each teacher's statement of earning and deductions.

Unused leave days up to a maximum of fifteen (15) days yearly shall be added to the teacher's accumulation. Once the days become a part of their accumulation, they may be used for sick days only. The first fifteen (15) days in their accumulation may be used for family illness. The remaining days in their accumulation are for personal illness only.

- B. Sick leave days shall accumulate to a maximum of two hundred (200) days.
- C. The parties agree to establish a sick leave bank whose purpose is to protect the teachers from a loss of wages due to a catastrophic illness or injury.

Teachers newly employed by the school district after the date of ratification of this agreement shall have one (1) sick day of their allowance transferred to the Sick Leave Bank at the beginning of their employment.

In subsequent years, a review will be made of the remaining accumulated Sick Leave Bank and the Board will contribute the equivalent number of days necessary to begin each year with an accumulation of days equal to three hundred (300) in the Sick Leave Bank. Those days will be drawn from those sick days accumulated over those addressed in Article X, Section B. If during the school year, the days in the Sick Leave Bank fall below thirty (30), each teacher will contribute one (1) day of his/her allowed sick leave and the Board will contribute a number of days necessary to equal three hundred (300) days in the Bank.

A Sick Bank Committee shall be established to receive, screen, and approve eligible requests. The Committee will consist of two (2) APEA members and two (2) representatives designated by the Board. The Sick Bank Committee shall need a majority decision to approve a request. Any Committee member requesting use of Bank days will be replaced by another APEA member. Voting by Committee members will be kept confidential and the chairperson will present a written explanation for the Committee's decision to the applicant. Decision of the Committee is final and non-grievable. Records relative to the Sick Leave Bank will be maintained by the District Business Office and will be made available for examination by the Association.

Restrictions relative to the usage of Sick Leave Bank days are as follows:

- 1. The first twenty-five (25) working days of illness or injury will not be covered by the Sick Leave Bank, but must be covered by the employee's own accumulated sick leave or be an absence

without pay. In addition, personal sick leave accumulation must be exhausted prior to requesting Sick Leave Bank days. If a teacher is incapacitated for at least twenty-five (25) working days in any one (1) year and there is further incapacitation which appears to be a recurrence of the same illness or accident, then the twenty-five (25) day eligibility requirement may be waived in this instance at the discretion of the Sick Bank Committee.

2. Once a teacher has exhausted all accumulated sick leave or satisfied the twenty-five (25) working day waiting period, whichever is greater, s/he is eligible to request consideration from the Sick Leave Bank Committee for coverage for the remaining school days of his/her disabling illness or injury until s/he is eligible for long-term disability benefits as provided in Article XXIII, Section C. Requests for Sick Leave Bank days must be made in writing to the Superintendent with a copy to the Association President. Such requests must be accompanied by a physician's statement. The Board reserves the right to require a statement from a Board-selected physician.
- D. Leave days shall not be deducted for days that teachers are not required to report.
- E. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. A maximum of three (3) days for a death in the employee's immediate family. Immediate family shall include: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Mother-in-Law and Father-in-Law. In cases where extreme distances are involved, additional days may be added.
 2. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration negotiation, mediation, or fact finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
 3. Time necessary to take a selective service physical examination.
 4. Injury or illness incurred in the course of the teacher's employment.
- F. When a teacher gets married he will upon request receive five (5) days leave in addition to or in place of other leave. As compensation for the marriage leave, the teacher shall receive the difference between his daily rate and the substitute's pay.
- G. A maximum of five (5) days off per year may be arranged consecutively or separately by the teacher for reasons of personal interest. As compensation for this leave the teacher shall receive the difference between his daily rate and the substitute's pay. No pay shall be granted for teachers using these days for vacation or recreational purposes.
- H. No teacher shall be compensated for the work day or days preceding or succeeding a holiday unless he reports to work. Exceptions to this clause will be limited to:
1. Illness (personal or immediate family). The administration may request **documentation** within three days of such absence.
 2. Any absence allowed under sections "E" or "G".
- Holidays are Labor Day, Memorial Day, Thanksgiving Recess, Winter Recess, Spring Recess and Summer Recess.
- I. There shall be an automatic telephone message taking service or a telephone answering service provided by the Board for the purpose of allowing staff members to report their absence at any time of day or night.

ARTICLE XI

Local Association and Professional Leave Days

- A. Each teacher shall be granted one (1) visiting day per year with full pay for the purpose of observing other classrooms either within or outside the system and/or attending approved meetings or workshops as approved by the building administration and as per existing policy and subject to availability of substitutes.
- B. The Association President and/or Acting President shall be granted sufficient time as needed to pursue Union business. The building administrator shall arrange for one hour daily of released time for Union business.

Each local Association Building Representative (A.R.) and the grievance chairman shall be granted sufficient time necessary to pursue Union business. Such released time shall be arranged through their Administrator not to exceed four hundred and eighty (480) minutes per year.

- C. At the beginning of every school year, the local Association shall be credited with twenty (20) days to be used by officers or agents of the local Association to attend conventions, conferences, and workshops. Such use shall be at the discretion of the local Association.
- D. A list of conferences and conventions received by the administration shall be made available or posted for all teachers in sufficient time for application of same.

ARTICLE XII

Sabbatical Leave

- A. Teachers who have been employed for seven (7) years may be granted a Sabbatical Leave for one (1) year. A Sabbatical Leave is an opportunity for a teacher to pursue coursework or some other form of professional improvement that will improve or enhance his/her service to the District. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the Board and shall be paid one half (1/2) of his annual salary and full fringe benefits.
The teacher requesting a Sabbatical Leave for the following school year must submit the Sabbatical Leave Form to the Superintendent of Schools or his/her designee, copied to the Building Principal, no later than February 15. The "Sabbatical Leave Form" shall include: teacher name; date of application and date of proposed leave; building; years of District service; purpose of the leave; coursework or professional improvement plan, and; explanation of how the leave will benefit the District.

Within thirty (30) days of February 15 the Superintendent or his/her designee will either inform the applicant that his/her request is approved or choose to convene the Sabbatical Leave Committee to review the request. This committee shall consist of two members appointed by the Superintendent or his/her designee, two members appointed by the Association President, and one member randomly chosen from the Board of Education. A majority vote will determine the outcome of the request for Sabbatical Leave, and the decision of the committee will be final.

- B. A teacher, upon return from Sabbatical Leave, shall **attend the bidding pool meeting to obtain his/her tentative assignment for the following school year (per Article IX, Section C of the CBA). If no vacancy exists, the teacher(s) with the least seniority shall be laid off per Article XIX of the CBA.**
- C. Not more than two (2) percent of the teaching staff shall be placed on Sabbatical Leave upon request.
- D. The following conditions shall apply to all Sabbatical Leaves:
 - 1. While on leave, the teacher shall submit a written report at approximately ten-week intervals, no later than November 15; January 21; April 15, and; the last day of the second semester. All reports shall contain information that will enable the Sabbatical Leave Committee to ascertain that the employee is fulfilling his responsibilities.
 - 2. The teacher must maintain a full schedule (as determined by the university attended) for the duration of the leave. If the course load falls below full time status the teacher must immediately

notify the District and provide an explanation to the Superintendent or his/her designee. Within ten (10) working days of such notification a meeting of the Sabbatical Leave Committee will be convened to determine the status of the employee. The employee shall have the right to address the committee.

If the committee determines that the employee is not fulfilling his/her responsibilities it may terminate the Sabbatical Leave. A teacher whose leave is terminated will lose any unpaid portion of his/her salary but will keep his/her benefits through August 31. The teacher may be reassigned to either the first vacant position for which he/she is qualified or as a full-time substitute teacher for the remainder of the school year; if so reassigned the teacher will be reinstated on the regular pay schedule from that point forward. The teacher may also be placed on unpaid leave of absence for the remainder of the school year.

3. A Sabbatical Leave once granted may not be terminated by the employee before the date of expiration, except as agreed upon by the Superintendent of Schools or his designated representative or the Board of Education.
4. The payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salaries to other members of the professional staff. An employee on leave shall be responsible for keeping the business office and personnel office notified as to his address, or change of address, throughout the period of the Sabbatical Leave.
5. The teacher shall agree to remain an employee of the District for a period of two years immediately following the leave unless released by the Board of Education. A teacher failing to return as an employee after a Sabbatical Leave must repay the District a sum equal to his/her salary during the leave. A teacher leaving one year after a Sabbatical Leave will repay the District one-half of the salary s/he was paid while on the leave. This requirement may be waived by mutual agreement of the Superintendent or his/her designee and the Association President.

ARTICLE XIII

Unpaid Leaves of Absence

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in an exchange teaching program in another school district, state, territory or country; a foreign or military teaching program; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program, provided said teacher states his intention to return to the school system. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.
- B. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.

Upon application for a leave by a member of the bargaining unit, the teacher shall file an outline of course work and shall carry at least eight (8) hours of graduate credit each quarter or semester.

- C. Leaves for active military service or reserve training will be granted in accordance with applicable law.
- D. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the MEA or NEA or its staff. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.
- E. A leave of absence of up to two (2) years shall be granted to any teacher, for personal reasons, upon application to the Superintendent. During such leave the teacher will not accrue seniority or years of experience on the salary schedule.
- F. Maternity or adoption leave shall be granted to all teachers requesting same. This leave shall be for a period of one (1) year. After the first year the teacher on application shall be granted one (1) additional

year. A teacher may be granted a leave of less than one year.

In case of adoption, the teacher and Superintendent and/or Assistant Superintendent shall decide on appropriate beginning and termination dates.

The terms of the leave shall be as follows:

1. A teacher on such leave shall receive the health insurance benefits provided for under this Agreement for a period of one (1) year.
 2. A teacher may utilize accumulated leave days preceding the leave.
 3. A teacher may be offered a position; however, rejection of any offer before the completion of two (2) years shall not terminate leave.
 4. Failure to accept position offered by the Assistant Superintendent after two (2) years terminates maternity or adoption leave.
- G. A teacher returning from the first year of leave shall retain the right of in-building reassignment per Article IX, Section B of the CBA. A year shall be defined as the period of time from the start of the leave through the last teacher work day of the school year.
- H. Any teacher returning from the second year of leave shall attend the bidding pool meeting to obtain his/her tentative assignment for the following school year (per Article IX, Section C of the CBA). If no vacancy exists, the teacher(s) with the least seniority shall be laid off per Article XIX of the CBA.
- I. There shall not be granted to any member of the bargaining unit two (2) consecutive leaves of absence, except in cases of military leave, extended illness or maternity leave following any other leave of absence.

ARTICLE XIV

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth by the educational profession.
- C. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

Observation and Evaluation

- A. Forms
1. The Allen Park Public Schools' Teacher Evaluation Program, developed by a joint committee of

teachers and administrators and adopted on September 9, 2002, will be the document used for teacher evaluation and observation. Each teacher entering the District will receive a copy. A copy will be available to the staff in each building.

2. All classroom teachers at the same level, (i.e., elementary, middle and high schools) shall be evaluated by the same criteria and with the same forms. Any other members of the bargaining unit shall be evaluated by the same criteria and with the same forms as other similar persons.
3. There shall be included a space on all forms where the teacher may respond to any part or all of the evaluation and shall be headed "Teacher Remarks".

B. Conditions of observation and evaluation

1. Only administrators shall evaluate teachers.
2. The administrator who makes the observation must also make the evaluation.
3. A teacher shall be informed in advance that he is to be observed. Such notice shall be given sufficiently in advance to avoid creating an undue or unfair psychological atmosphere for just and accurate evaluation.
4. In cases where there is an emergency which may jeopardize or make invalid, or prevent participation in the observation, the teacher or the administrator may cancel the observation. Notice shall be given at the earliest possible moment.
5. Teachers shall not be required to alter, modify or cancel previously determined plans to conform to the administrator's evaluative convenience. The administrator shall assume the responsibility to insure that the time selected for observation best suits his needs in terms of what he is looking for and attempting to assess.
6. The duration time for any one visitation shall not exceed sixty (60) consecutive minutes.
7. Observations and evaluations shall normally not exceed two (2) per year. Additional observations and evaluations shall be made if: 1) a teacher requests them; 2) previous observations and evaluations have resulted in unsatisfactory composite ratings, or; 3) new circumstances indicate that previous observations and evaluations have become unreliable. In this latter instance the administrator shall justify additional observations and evaluations by demonstrating clear need based on actual and specific precipitating factors and shall consult with the teacher on the reasons therefore. In the absence of such need, no additional observations and evaluations shall be allowed as evidence of incompetence or used as justification for discharge or denial of tenure or contract renewal. If the administration believes additional evaluations, which are not provided by this clause, are needed they will so advise the teacher involved seeking his cooperation for such further evaluations. The failure to receive such cooperation shall be the subject of conferences between the Association and Administration.
8. The administrator shall confine his evaluation of those items that he was able to effectively observe. Lack of evaluative comment (such as "unable to observe...", "... judge", "... determine", etc., or no comment at all) shall not be construed as a reflection on professional competence and shall not be admissible as adverse evidence in any procedure involving discharge or denial of tenure or contract renewal.
9. Whenever a teacher receives a composite "Not Acceptable" rating ("not acceptable" or equivalent shall be construed to mean any indication of failure to meet professional requirements) in any criteria group or sub-group, the evaluator shall substantiate his position by a written statement in a place on the evaluation form expressly designed for the purpose. Stating:

- (a) The specific, observable incident that directly produced the unacceptable situation.
 - (b) The number of times the objectionable practice was repeated.
 - (c) A suggested solution for the prompt or eventual elimination of the objectionable practice.
 - (d) On the next subsequent evaluation, a follow-up paragraph shall be included for the purpose of determining whether the objectionable practice is still existent and observable or has been presumably solved.
10. Any teacher may request and be granted the opportunity for additional evaluative observations and the results of such observation shall become a part of his permanent record. In cases where a teacher disagrees with the outcome of an observation or evaluation, he shall be granted additional observations and evaluations by another administrator upon request. It is understood that there shall be no communication of any kind between evaluators relative to the teacher or his performance, nor shall the newly selected evaluator consult the teacher's file for substantive material until after the entire observation and evaluation process is completed.
 11. Administrators shall consult with teachers as soon as possible, but not to exceed ten (10) school days, after each observation to discuss the results of the evaluation.
 12. The time limit for teacher response to the administrator's evaluation shall conform to the time limits for filing grievances.
 13. No entries, of any kind by anyone, shall be made on the teacher observation and evaluation forms after the teacher's response.
 14. Each teacher shall receive a true copy of each observation and evaluation signed by the evaluator and teacher.
 15. If the teacher feels that an evaluation has been unjust, he has the right to grieve and if upheld, the evaluation shall be considered invalid, and the teacher shall have the right to remove it from all files.
 16. Administrators may make classroom visitations, if during a visitation, undesirable conditions exist, such circumstances may lead in to the Observation and Evaluation Process.

C. Files

1. The teacher, alone or with his Union Representative, shall upon request receive copies of materials from his files at a cost of ten (10) cents per page.
2. Material of a non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any teacher file without the teacher's consent.
3. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
4. There shall be no secret files in the system.
5. No material may be removed or destroyed without the written consent of the teacher.
6. All teachers shall be advised by the administration of the nature, purpose, and location of all files that exist in the school system that may contain material pertinent to the teacher's employment.
7. No material relating to a teacher's conduct, service, character, or personality shall be placed

permanently in any file unless the teacher has had the opportunity to read the material.

It is understood that materials on loan to the school from a college or university placement office are confidential and therefore are exempt from the provisions of this section.

8. The teacher shall acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents.
9. The teacher shall have the right to place explanatory notes or letters in his file pertinent to any written or printed material and these notes shall be attached to the file copy.
10. The teacher shall be permitted to examine his files upon reasonable request.

ARTICLE XVI

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement.
- B. A teacher shall at all times be entitled to have present a representative of the Union when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present.
- C. No teacher shall be disciplined, reprimanded, have a reduction in compensation or be deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction, compensation or advantage, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Union upon written request of the teacher.
- D. No teacher shall be subjected to administrative reprimand while in the presence of students, or other teachers, or parents.

ARTICLE XVII

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community educational projects.
- B. The Board agrees to provide upon application the budgeted funds for teachers who desire to attend selected professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.
- C. Teachers who travel to foreign countries not contiguous to the United States shall, upon written application and prior approval of the Board, be reimbursed one-half (1/2) actual cost of fare, not to exceed five hundred dollars (\$500.00). Reimbursement shall be made upon an extensive instructional report of the foreign travel and its applicability to the teacher's instructional activities.
- D. Professional Development shall consist of six (6) half-day sessions. The professional development program will be developed and facilitated by the Instructional and Curriculum Council (ICC).

- E. Teachers are required to complete a total of three hours of self-directed professional development beyond the regular school day. Any self-directed time must be accrued in a minimum of one (1) hour increments from June 1 of the prior school year through May 31. The form that has been jointly developed will be submitted upon completion of these hours, no later than May 31st of each year (**see Appendix E**).
- F. Each teacher will participate in eight (8) hours of in-service time during each school year of this Agreement. No in-service meeting is to exceed two (2) hours. The use of these hours is to be determined by the ICC.
- G. After each in-service the participants will complete an evaluation form to determine the effectiveness of the in-service. An ICC representative will be responsible for conducting the evaluation.
- H. At the last half-day in-service of each school year the staff will be surveyed to determine the needs and interests for future professional development. This survey will be administered by ICC representatives.
- I. Teachers who have missed one (1) in-service **in a school year** will make every effort to obtain as much of the information presented as is practical. Teachers missing more than **one (1) session in a school year** will make up all time missed on an hour-for-hour basis through self-directed professional development activities (per the terms of Section E of this Article). **Teachers missing more than one (1) session in each of three (3) consecutive years shall be required to provide documentation (per Article X, Section H1 and H2) for in-service absences during the next three (3) years.**
- J. The ICC will also serve as the District School Improvement Team.

ARTICLE XVIII

Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Union.

ARTICLE XIX

Reduction in Personnel

- A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, or there is a substantial decrease in the revenues or substantial increase in necessary expenditures of the school district.
- B. The order of reduction shall be:
 - 1. Teachers not holding a regular Michigan provisional, continuing, or permanent certificate will be laid off first, provided there are qualified and certificated teachers to replace and perform all of the needed duties of the laid off teachers.
 - 2. If reduction is still necessary, probationary teachers with the least number of continuous months of teaching in the Allen Park Public School System will then be laid off, provided there are qualified and certified teachers to replace and perform all the needed duties of the laid off teachers.

3. If further reduction is still necessary, tenured teachers with the least number of months of continuous teaching experience in the Allen Park Public School System will then be laid off, provided there are qualified and certified teachers to replace and perform all the needed duties of the laid off teachers.
- C. Seniority is defined as cumulative months of service with the Allen Park Public Schools, continuous or interrupted by leave or layoff. Seniority shall accumulate during active employment, paid leaves, military leave and the first year of layoff. Teachers who are recalled for part of a year, will accrue ten (10) months seniority for the following year if they are again laid off.
- D. Any teacher shall have the right to protest the accuracy of his seniority status within ten (10) workdays from the date of posting.
- E. As teaching positions become available, laid off teachers certified and qualified to assume these positions will receive written notice by mail from the Board. Recall shall then be in inverse order of the designated layoff procedure among those laid off teachers (indicating in writing, interest for the available positions) within ten (10) work days of receipt.
- F. Teachers on layoff shall receive credit for the number of years of seniority which was acquired by the individual prior to layoff, including the first year of layoff.

Seniority and Recall rights shall continue until:

1. A teacher is recalled or;
2. A teacher declines recall to a one (1)-year full-time position that has been offered by June 30 for the following school year.

A teacher who declines a one (1)-year full-time position, per number two (2), will be reduced to zero (0) years of seniority and relinquish recall rights pursuant to the State Tenure Act.

Failure to respond within five (5) work days of receipt of notification will indicate the individual declines the recall.

- G. Laid off teachers, unless expressing no interest, will be given preference in the hiring of substitute teachers in the district, according to district seniority.
- H. Correspondence between the Board and the laid off teacher will be mailed to his last known mailing address, with copies to the Local Association. Correspondence from such teacher regarding position offerings, changes in certification, address changes, etc., will be mailed to the Board (or Superintendent) with copies to the Local Association.
- I. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract. However, the employee's insurance coverage shall remain intact for three months after layoff.
- J. Any teacher with greater seniority who would volunteer to accept layoff in order that a teacher with lesser seniority might continue employment with the Allen Park Schools shall request such in writing through the Assistant Superintendent and the Association President by April 1st of each year. When the parties are in receipt of the request, the senior teacher shall be notified by the Assistant Superintendent of layoff. Layoffs in this provision shall be for a full school year. Furthermore, should the volunteer choose not to exercise his rights for unemployment compensation, and so indicate to the Assistant Superintendent in writing by September 30 of each year, the board will furnish the medical, dental, and life insurance benefits enjoyed by the regularly employed staff for the first full year of layoff.

By April 1st of each year, the teacher that volunteered for layoff shall indicate his willingness to continue active employment for the following year and shall be considered a member of the staff for

the specific building that he would have served for purpose of job selection for the following year. In the event the teacher with greater seniority does not continue employment, the position shall be declared vacant.

- K. Involuntary transfers shall be made to cause higher senior persons to be retained and least senior persons to be laid off, provided that if a vacancy occurs during a school year the employer may, but is not obligated to, make an involuntary transfer to recall a laid off teacher until the end of said year.

Involuntary transfers will not apply to the following subject areas:

1. Foreign Languages
2. Industrial Arts (Voc. Ed.)
3. Music
4. Computer Science.

- L. In the event that more than one (1) certified or professional employee represented by the Union is hired by the Board of Education at the same meeting, a tie breaking process shall be used to determine the order of layoff. The process shall be conducted in the following manner:

1. The meeting shall be conducted during September and be called by the Superintendent or his/her designee. It shall be conducted at such a time and place so as to be convenient for all parties. The Union shall be notified at least seven (7) days prior to the meeting and shall be represented there by the President or his designee.
2. Numbered and folded pieces of paper, equal to the number of people hired by the Board in any month, shall be placed in a container. In even numbered years (ending 0, 2, 4, 6, 8) the first choice shall be in alphabetical order (A-Z). In odd numbered years (ending 1,3,5,7,9) the first choice shall be in reverse alphabetical order (Z-A).
3. In the event that an employee involved cannot be present, he may send a designee. If not, his selection will be made by the Union President, or his/her designee.
4. Results of the meeting shall be distributed to all parties involved within two weeks of said meeting.

- M. The Allen Park Education Association President and Allen Park Education Association Chief Negotiator/**Grievance Chairperson (one position)** shall be considered to have the greatest seniority in the bargaining unit provided that said employees have the necessary certification and qualification.

ARTICLE XX

Continuity of Operations

- A. For the duration of this Agreement, the Union agrees there shall be no strike of employees against the employer. It is further provided that if a Union authorized strike is called because the members of a sister local association have been discharged and/or replaced, the Union guarantee of a no strike shall not be effective, the school district shall not be required to pay such striking members, and the school district does not waive its rights or obligations granted by State Statute.
- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. When the Board closes school in the event of severe inclement weather or when otherwise prevented by Act of God, teachers shall not be required to report for duty. The Board shall communicate same prior to 6:30 a.m.

In the event that student days or hours fall below minimum state requirements, currently one hundred and eighty (180) days and one thousand, ninety-eight (1,098) hours, the parties agree to meet for the purpose of mutually agreeing to an adjusted school calendar which provides for the minimum days and hours of instruction. The meeting of the parties will take place no later than May 1. If it becomes necessary to extend the teachers' school year beyond the planned closing date, school facilities and appropriate administrative personnel will be available on the weekend for any teacher wishing to expedite the end of the year responsibilities.

ARTICLE XXI
School Calendar

- A. For the term of this Agreement, the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Union.
- B. Building calendars shall be jointly determined by personnel in the area of concern, the local Association and the Administration.

ARTICLE XXII
Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All newly hired teachers may be given credit on the salary schedule set forth in Appendix B for ten (10) years of teaching experience in any school district.
- C. All graduate credit hours beyond the Bachelor's Degree and the graduate credit hours beyond the Master's Degree approved by the A.C.A. Committee shall be paid at forty-five dollars (\$45) per hour up to thirty-five (35) graduate hours beyond the Master's Degree.

Graduate hours earned must be submitted to the Assistant Superintendent's office by November 15 to entitle the applicant to additional compensation for that school year.

Documentation for graduate hours submitted after November 15, but prior to January 15, for credits completed prior to that current school year, shall entitle the applicant to additional compensation on a prorata basis for the second semester of that current school year. Securing necessary transcripts and documentation in a timely fashion shall be the sole responsibility of the applicant.

An Advanced Credit Acceptance Committee consisting of three (3) administrators, one (1) from each academic level, and three (3) teachers, also one (1) from each academic level, shall be formed to validate credit hours beyond the M.A. degree. The criteria for validation shall be set up by the committee.

Undergraduate credit successfully completed after earning an M.A. shall be compensated at the same rate as graduate credit provided it updates teacher required skills or meets the requirements cited in Articles VIII or XIX.

- D. The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.
- E. The instructional substitute rate shall be at an hourly rate determined by multiplying the Fall Schedule Beginning Master's rate by a factor of 0.000465.
- F. Teachers involved in voluntary extra-duty assignments as set forth in Appendix B-1, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

- G. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance of twenty-five (25) cents per mile, and receive credit for a minimum of three (3) miles per day. An allowance of fifteen (15) cents per mile shall be given for use of personal cars for field trips or all authorized school business. The Board shall provide liability insurance protection for teachers when their personal automobiles are used to transport children as provided in this section.
- H. All additional compensation shall be coded on an attached information card in the same manner as deductions (i.e., chaperon, substitute, rider, etc.).

Payment of extra-contractual salaries:

1. Extra-contractual services for activities which extend throughout the length of the school year may be either prorated or paid in a lump sum at the end of the school year by separate check as desired by the teacher.
 2. Extra-contractual services for activities which are seasonal or otherwise which are completed within any portion or segment of the school year shall be paid for at the completion of the activity in a lump sum by separate check.
 3. All other payable extra services rendered by teachers shall be itemized as to the specific service rendered and paid every ten (10) weeks.
- I. All joint teacher-administrator committees shall meet on school time, or be voluntary, or be compensated for at the substitute teacher rate.
 - J. Elementary (K-5) split-level class assignments shall be renumerated at the rate of five hundred dollars (\$500) per year. If changed to K-6 this section continues to apply.
 - K. No teacher shall be used for lunchroom control duty or required to handle attendance other than his own classroom or homeroom record. All such extra-contractual duties or assignments shall be voluntary, and shall be paid for at the instructional substitute rate.
 - L. Student Teachers: The Board will approve the assignment of certain teachers as cooperating teachers to supervise and guide students during periods of practice teaching. All assignments shall be voluntary and shall be initiated by the teacher.

No teacher shall be assigned as cooperating teacher more than once per year.

The college stipend will be paid to the cooperating teacher.

ARTICLE XXIII

Insurance Protection

- A. The Board shall provide group life insurance protection for the benefit of all employees in the amount of fifty thousand dollars (\$50,000). In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's state teacher's retirement checks.
- B. The Board agrees to pay the total premium cost for **either** Full Family MESSA Super Care 1 or **MESSA Choices II based upon the teacher's election and eligibility as set forth below**. Those with Super Care 1 will have **an annual** deductible of **\$100/200 as of November 1, 2005**, and as of December 1, 2003, a prescription co-pay of \$5/10. Teachers shall not receive a health subsidy if they are already receiving these benefits through a spouse. This coverage shall remain in effect during the duration of this agreement.
 - i. **All teachers are eligible to receive Full Family MESSA Choices II with Board payment of the total premium cost.**

- ii. For the 2005 – 2006 school year, effective not later than November 1, 2005, a maximum of 30% of the teaching staff (56 members), based upon seniority, may elect to maintain Full Family MESSA Super Care 1 coverage with Board payment of the total premium cost. The remainder of the teaching staff may elect to receive Full Family MESSA Choices II with Board payment of the total premium cost or maintain Full Family MESSA Super Care 1 with the teacher’s payment of the difference in the monthly premium between MESSA Super Care 1 and MESSA Choices II based upon the premium rates effective November 1, 2005. The District must be notified and receive written verification on the requisite insurance enrollment forms of each teacher’s election no later than September 23, 2005.
- iii. For the 2006 – 2007 school year, effective July 1, 2006, a maximum of 15% of the teaching staff, based upon seniority, may elect to maintain Full Family MESSA Super Care 1 coverage with Board payment of the total premium cost. The remainder of the teaching staff may elect to receive Full Family MESSA Choices II with Board payment of the total premium cost or maintain Full Family MESSA Super Care 1 with the teacher’s payment of the difference in the monthly premium between MESSA Super Care 1 and MESSA Choices II based upon the rates effective July 1, 2006. The District must be notified and receive written verification on the requisite insurance enrollment forms of each teacher’s election no later than May 24, 2006.
- iv. Any teacher who does not provide the District with notification of his/her election of either MESSA Super Care I or MESSA Choices II on the requisite insurance enrollment forms by the dates specified above in subsection ii. (for the 2005 – 2006 School Year) and iii. (for the 2006 – 2007 school year) shall be responsible for the payment of the difference in the monthly premium between MESSA Super Care I and MESSA Choices II for the entire plan year.
- v. A teacher’s payment of the difference in the monthly premium between MESSA Super Care I and MESSA Choices II will be made with pre-tax dollars to the extent allowed under State and Federal law.

For those employees electing not to enroll in the group health insurance plan offered by the Board of Education, the Board agrees to pay directly to the employee **the appropriate amount specified within the chart below** for each month the employee elects not to be enrolled in the plan:

<u>Number of Employees Participating In In-Lieu Of</u>	<u>Monthly In-Lieu Of Payment</u>	<u>Annual Payment Per Employee</u>
1-7	\$200	\$2,400
8	\$300	\$3,600
9	\$350	\$4,200
10	\$400	\$4,800
11	\$450	\$5,400
12 +	\$500	\$6,000

Re-enrollment in the group health insurance plan shall be subject to the requirements of the health insurance carrier. The employee may choose to receive the payment in taxable cash or apply it to a tax-sheltered annuity (T.S.A.) plan.

- C. Long-term disability insurance shall be provided by the Board, and become effective after three hundred and sixty-five (365) days of disability and will continue until age sixty-five (65) (in conformance with age discrimination laws). This coverage shall be for sixty-six and two thirds percent (66 2/3%) of monthly salary to a maximum of three thousand, five hundred dollars (\$3,500) per month. This coverage shall remain in effect during the duration of this agreement.

Refer to Article X, Section C, for details concerning Short Term Leave Bank.

- D. The Board shall provide Full Family dental coverage as detailed in Appendix D.
- E. The Board shall provide Full Family vision coverage as detailed in Appendix D.
- F. The Board shall make payment of insurance premiums for each member of the bargaining unit to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- G. A tax-sheltered annuity program shall be maintained and administered by the Board.
- H. A Section 125 flexible spending plan shall be maintained and administered by the Board.
- I. Teachers employed for a continuous part-time position shall have their fringe benefits prorated to their hours of service.
- J. Upon application for worker's compensation for an on-the-job injury, the Board agrees to pay the difference, if one exists, between the worker's compensation amount and the net weekly salary amounts. Any time required for recovery shall not be charged against the employee's sick leave. The Board's liability shall be terminated after twenty-four (24) months of benefits.
- K. In the event that a teacher, absent because of illness or injury, has exhausted leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

ARTICLE XXIV

Special Teaching Assignments

- A. Assignments for the adult education, driver education, summer school, and extra duties enumerated in Appendix B-1 will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Regularly employed teachers shall be compensated as enumerated in Appendix B-1, where applicable, or at not less than the instructional substitute rate. However, the Board reserves the right to establish pay rates for persons hired who are not regular employees of the Allen Park Public Schools. These rates may not exceed the compensation provided herein.
- B. An additional observation and evaluation of the above positions is permissible as long as the guidelines established in Article XV are observed.
- C. Preference will be extended unless valid and demonstrable reasons can be provided through the observation and evaluation process for denial of said position.

ARTICLE XXV

Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

- C. A teacher may temporarily suspend a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the administrator immediately a full report in writing of the incident.
- D. Any case of assault upon a teacher will result in prompt suspension of the student and shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. Although teachers shall not be held responsible for restitution for loss or damage of school or student property while officially on duty, repeated occurrence shall be cause for investigative concern.
- H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported to the teacher. If any question of breach of professional ethics is involved, the Union shall be notified.

ARTICLE XXVI

Professional Grievance Procedure

- A. A claim by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- C. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Administrator either personally or accompanied by a representative of the Union.
- C. If, as a result of the informal discussion with the building administrator, a grievance still exists, he may invoke the formal grievance procedure through the Union. The grievance shall be submitted within ten (10) working days from the time that the teacher or Union is aware or should have been aware of the incident over which the teacher or the Union is aggrieved, in writing, to the Administrator. The written grievance shall be signed by the aggrieved teacher, if any.

Awareness shall not be construed to mean knowledge of the grievability of the incident, and shall be limited to knowledge that the incident has actually occurred.

Forms shall be available from the local Association Representative in each building.

Two copies of the grievance shall be delivered to the building administrator. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- D. Within five (5) working days of receipt of the grievance, the administrator shall meet with the Union in an effort to resolve the grievance. The administrator shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

- E. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten [10] working days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) working days the Superintendent or his designee shall meet with the Union on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- F. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of intent to arbitrate shall be given to the Board within sixty (60) working days. Arbitration shall be conducted under the jurisdiction and rules of the American Arbitration Association. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XXVII

Negotiation Procedures

- A. The Superintendent and/or acting superintendent and the Union shall meet at the convenience of both parties upon the request of either party on matters relating to implementation and negotiation of this Agreement. Any meeting so called shall take place within five (5) school days.
- B. Release time shall be provided the Union's negotiation committee to permit the parties to alternately meet both during and after regular school hours. For instance, for each hour of release time the teachers shall negotiate an hour of time outside the defined school day for the purpose of reaching a successor Agreement as rapidly as possible.
- C. There shall be six (6) signed copies of this final Agreement for the purpose of record. Four (4) copies shall be available for the Union.
- D. A finished copy of the final contract shall be printed by the Board and distributed to all members of the bargaining unit within thirty (30) days after Board ratification at the expense of the Board. The Association President shall receive one hundred (100) additional copies.

ARTICLE XXVIII

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be

subject to and consistent with the terms and conditions of the Agreement, and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

- C. This Agreement shall supersede any Board teacher personnel policy which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established teacher policies of the Board.

All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.

- D. If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX

Severance

- A. At the termination of service and after ten (10) years in the system, the teacher shall receive one-half (1/2) of his accumulated sick leave days paid at the teacher's current daily base rate of salary. For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).
- B. Employees hired after January 1, 1987 will receive at the termination of service and after twenty (20) years in the system twenty-five percent (25%) of their base rate of pay if their accumulated sick leave is a minimum of one hundred forty-four (144) days.

Employees whose accumulation falls between:

130-143	days will receive 90% of 25% of their base rate
116-129	days will receive 80% of 25% of their base rate
102-115	days will receive 70% of 25% of their base rate
88-101	days will receive 60% of 25% of their base rate
74- 87	days will receive 50% of 25% of their base rate
60- 73	days will receive 40% of 25% of their base rate
46- 59	days will receive 30% of 25% of their base rate
32- 45	days will receive 20% of 25% of their base rate
18- 31	days will receive 10% of 25% of their base rate
4- 17	days will receive 0% of 25% of their base rate

For the purpose of severance, the maximum number of days applicable for accumulation will be one hundred forty-four (144).

- C. Upon the death of a teacher, regardless of years of service, the beneficiary or estate shall be paid one-half (1/2) the deceased's accumulated sick days at the deceased's current daily base rate.
- D. Employees who officially qualify for retirement under the Michigan Public Schools Employee Retirement System (MPERS) criteria and who notify the Board by March 1st of the school year in which they retire, shall receive an incentive payment of one thousand, five hundred dollars (\$1,500) upon retirement. Retirement shall be defined as final notification from the MPERS fund.

ARTICLE XXX
Instructional and Curriculum Council

- A. The Employer and the Local Association shall establish a council known as the Instructional and Curriculum Council. The purpose of this Council shall be to review and recommend policies affecting the nature and design of the instructional program of the district.

The Instructional and Curriculum Council will be referred to as either "Curriculum Council" or "Council" in this document.

1. The Council shall be composed of:
 1. Administration
 - a. High School Principal (1)
 - b. Middle School Principal (1)
 - c. Elementary Principal (1)
 - d. Superintendent or designee (1)
 2. Teachers (Selected by A.P.E.A.)
 - a. One each elementary building (3)
 - b. Two middle school (2)
 - c. Two high school (2)
 - d. One alternative high school (1)
 - e. One special education department (1)
 - f. A.P.E.A. President, or designee (1)

Total = 14
2. The chairmanship shall alternate between the Superintendent or designee and the A.P.E.A. President, or designee. The term shall run from the beginning of the second semester until the end of the first semester of the succeeding school year.
3. The Council, functioning as an advisory and consultive body, shall review, study, and encourage research of programs and make recommendations in writing to the Superintendent for transmittal to the Board of Education. If the Superintendent chooses to not recommend a given proposal, he shall inform the Council of his rationale prior to its submission to the Board.
4. The Council shall determine long and short range goals as soon as possible.
5. The duties of the Council members are as follows:
 - a. They shall attend all meetings, which will be held during school hours and shall alternate between AM and PM sessions, provided subs are available. The Council may appoint subcommittees to carry out its responsibilities.
 - b. They shall discuss, investigate, evaluate, and make suggestions pertinent to improving curriculum, teaching materials, the educational environment, teaching methods, and general operating procedures.

- c. They shall review and evaluate any recommendations which the administration might make regarding changes in curriculum, materials, methods, or procedures affecting the learning process.
 - d. They shall consider all proposals from any source pertaining to the improvement of the education programs carried on or proposed to be carried on in the public schools.
 - e. They shall review, consider, and recommend the adoption, continuation, or discontinuation of textbooks.
6. They shall issue an annual report to the Superintendent for transmittal to the Board and shall include a prospectus of the work for future committees. This report will be made no later than June 1 of each year.

ARTICLE XXXI

Duration of Agreement

This Agreement shall be effective as of September 1, **2004**, and shall continue in effect until the 31st day of August, **2006**. The Board will contact the Union to establish the date and time of the first negotiation session. Thereafter, in good faith, the parties will agree to meet at mutually agreed upon times and dates to continue negotiations until a successor Agreement is reached, as per the provisions of Article XXVII, Section A. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, it may be extended by mutual written agreement of the parties.

APPENDIX A
School Calendar

Workdays and Holidays

For the duration of this agreement, the School Calendars shall contain without deviation the following:

181 Student Days

183 Teacher Days

A full two (2) weeks recess for the Christmas-New Years Holiday which shall encompass three (3) weekends.

A Spring Recess which shall begin at the close of the school day the Thursday prior to Easter Sunday and shall continue through the Sunday following Easter.

The traditional holidays, including the Friday following Thanksgiving.

The mid-winter breaks.

Six (6) half days for professional development.

Calendars and schedules of Teacher and Student Days shall be developed in conformance with the above and shall be included as Appendix A of the Master Agreement.

ALLEN PARK MEA/NEA:

By APEA President,
Jeannette MacDonald

By APEA Chief
Negotiator/Grievance
Chairperson,
Leonard Piestrak

By APEA Vice President,
Harold Allen

BOARD OF EDUCATION:

By President,

By Vice President, Teaching & Learning

By Vice President, Operations

By Vice President, Human Resources

By Vice President, Extracurricular Issues

By Secretary,

By Treasurer,

APPENDIX C School Schedules

Elementary Schools

8:30 a.m.	Teachers report
8:40 a.m.	Classes begin
11:25 a.m. – 12:05 p.m.	1 st lunch
11:55 a.m. – 12:35 p.m.	2 nd lunch
12:25 a.m. – 1:05 p.m.	3 rd lunch
3:30 p.m.	School dismissal
3:40 p.m.	Teachers may leave

Middle School

7:35 a.m.	Teachers report
7:45 a.m. – 8:55 a.m.	1 st period
9:00 a.m. – 9:55 a.m.	2 nd period
10:00 a.m. – 10:55 a.m.	3 rd period
11:00 a.m. – 12:30 p.m.	4 th period
11:00 a.m. – 11:30 a.m.	A lunch
11:30 a.m. – 12:00 p.m.	B lunch
12:00 p.m. – 12:30 p.m.	C lunch
12:35 p.m. – 1:30 p.m.	5 th period
1:35 p.m. – 2:30 p.m.	6 th period
2:40 p.m.	Teachers may leave

High School – Schedule A

6:35 a.m.	Teachers report
6:45 a.m. – 7:40 a.m.	Zero hour
7:45 a.m. – 8:55 a.m.	1 st period
9:00 a.m. – 9:56 a.m.	2 nd period
10:01 a.m. – 10:57 a.m.	3 rd period
11:02 a.m. – 12:33 p.m.	4 th period
11:02 a.m. – 11:32 a.m.	A lunch
12:03 p.m. – 12:33 p.m.	B lunch
12:38 p.m. – 1:34 p.m.	5 th period
1:44 p.m.	Teachers may leave

High School – Schedule B

7:35 a.m.	Teachers report
7:45 a.m. – 8:55 a.m.	1 st period
9:00 a.m. – 9:56 a.m.	2 nd period
10:01 a.m. – 10:57 a.m.	3 rd period
11:02 a.m. – 12:33 p.m.	4 th period
11:02 a.m. – 11:32 a.m.	A lunch
12:03 p.m. – 12:33 p.m.	B lunch
12:38 p.m. – 1:34 p.m.	5 th period
1:39 p.m. – 2:35 p.m.	6 th period
2:45 p.m.	Teachers may leave

Community School *

7:50 a.m.	Teachers report
8:00 a.m. – 9:40 a.m.	1 st period
9:44 a.m. – 11:14 a.m.	2 nd period
11:14 a.m. – 11:45 a.m.	Lunch
11:45 a.m. – 1:13 p.m.	3 rd period
1:17 p.m. – 2:45 p.m.	4 th period
2:55 p.m.	Teachers may leave

* A "typical" daily schedule is listed. This schedule should be viewed as flexible, subject to change on a day to day basis as determined by student, teacher and program needs. Any permanent change shall be mutually agreed upon by the Union and the Administration.

APPENDIX D
Schedule of Benefits

DENTAL CARE BENEFIT

Schedule of Dental Benefits

Type I	Preventative Services		
	Percentage	80%	
	Lifetime Deductible	N-A	
Type II	Restorative and Replacement Services (e.g., Crowns)		
	Percentage	80%	
	Annual Deductible.....	N-A	
Type III	Orthodontia Services		
	Percentage.....	60%	
	Annual Deductible	N-A	

Plan Maximums

Type I and II Services:			
	Maximum Annual Benefit per Covered Member	\$1,000.00	
Type III Services:			
	Maximum Annual Benefit per Covered Member	\$1,500.00	

VISION CARE BENEFIT

The Board shall provide Full Family coverage in the MESSA VSP-3 Plus Vision Care Plan.