

8/31/89

AGREEMENT

between the

BOARD OF EDUCATION

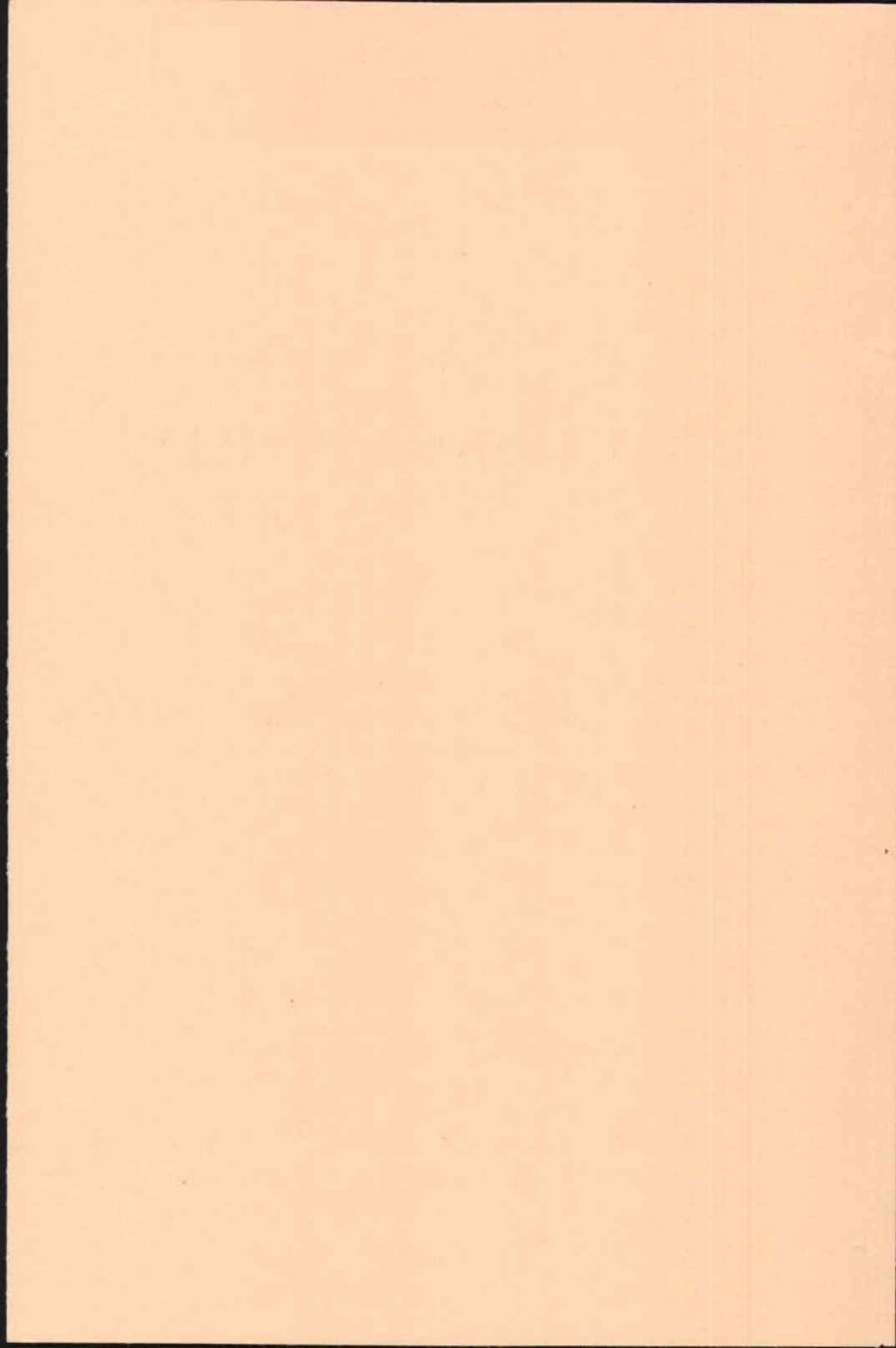
of the

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT

and the

WALLED LAKE EDUCATION ASSOCIATION

Walled Lake Consolidated Schools



MASTER AGREEMENT

BETWEEN

WALLED LAKE BOARD OF EDUCATION

AND

THE WALLED LAKE EDUCATION ASSOCIATION MEA-NEA

1986 - 1989

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ARTICLE I

RECOGNITION

- A. The Walled Lake Board of Education, hereinafter noted as "Board," recognizes the Walled Lake Education Association MEA-NEA, hereinafter noted as "Association," as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan, 1965, for teaching personnel employed by the district under any teaching contract who hold valid Michigan Elementary or Secondary Certificates or their equivalent (endorsement, authorization or licensure) in accord with Michigan Department of Education regulations, for purposes of collective bargaining in respect to wages, hours and other terms and conditions of employment. If it is necessary for the Board to deviate from the above standards in the employment of a teacher for a regularly assigned position, it is agreed that the teacher so employed be a member of the bargaining unit. (See specifics - Section D of this article.) This Master Agreement is recognized as being a contract between the Walled Lake Board of Education and the Walled Lake Education Association.
- B. Contract teachers on officially approved leaves of absence shall be governed by the provisions of this Master Agreement, unless otherwise specified within this Agreement, and such teachers shall continue to be considered within the bargaining unit.
- C. The term "Teacher," when used herein, shall refer to employees included in the unit for bargaining as set forth in Section D of this article. The term "Board," when used herein, shall refer to the Board of Education of the Walled

ARTICLE I - RECOGNITION (Continued)

Lake Consolidated School District. Its designees, representatives, or agents shall include all district administrators employed by the Board under Administrative contract.

- D. The following teacher personnel, as defined in Article I, Section A, comprise this bargaining unit: Teachers of kindergarten classes; teachers of grades 1 through 6; teachers of music, art and physical education; librarians and media specialists; administrative interns; consultants in math, reading language arts, social studies, and under Title I programs; co-op teacher coordinators; counselors; teachers of all subjects grades 7 through 12; teachers of all special education classes; social workers; speech therapists; school psychologists or diagnosticians; department heads; teachers at the Southwest Oakland Vocational Education Center; any other teacher as defined in Article I, Section A, and permanent substitutes as defined in Article I, Section F. Personnel specifically excluded from this bargaining unit are all administrators and supervisors employed under administrative contracts; office, secretarial and clerical personnel; cafeteria, maintenance, and custodial personnel; bus drivers; all temporary (per diem) substitute teachers; teacher aides; library assistants; playground, study hall and lunch hour supervisors (para-professionals); as well as any other part- or full-time employees.
- E. The Board agrees not to artificially create administrative positions which would arbitrarily remove individuals from the Association Bargaining unit. Any new position, including administrative interns, not clearly defined in Section F of this article that is created by action of the Board shall be reviewed by the

ARTICLE I - RECOGNITION (Continued)

Association and the Board to determine its appropriateness for coverage under Section D.

- F. A permanent substitute shall be defined as a teacher who has taught for sixty (60) consecutive school days in one specific teaching position during the absence of a regularly assigned bargaining-unit member.
1. The Board shall notify the Association when a permanent substitute has taught sixty (60) consecutive days and one hundred twenty (120) consecutive days in one specific teaching position.
 2. The Board agrees, upon written authorization of the permanent substitute, to deduct two (2) months prorated professional dues or an equivalent services fee upon the completion of sixty (60) consecutive days in one specific teaching position.
 3. A permanent substitute who is subsequently employed by the Board in a regular teaching assignment will receive teaching experience credit on the appropriate salary schedule for the experience gained as a permanent substitute within the district.
 4. In the event that a permanent substitute is subsequently employed by the Board in a regular teaching assignment, experience gained as a permanent substitute shall also count in determining the teacher's tenure and seniority date unless there is a break in service.
- G. Nothing in this Agreement shall deny or restrict any teacher or the Board of Education the rights and privileges that are granted to said parties under the Michigan General Laws or any other statute of law.

ARTICLE I - RECOGNITION (Continued)

- H. Membership in any professional association shall not be considered as a condition of employment.

ARTICLE II

TEACHER EVALUATION

- A. The work performance of all teachers shall be observed and evaluated in writing by the building principal, an assistant principal or other administrator assigned by the Superintendent. In the event that the Superintendent assigns an evaluator in addition to the building principal or assistant principal, the teacher shall be informed as to the purpose of said evaluator's presence. All evaluation procedures shall be explained to all new teachers within the first week of employment by the immediate supervisor or evaluator. Itinerant special services personnel assigned to three (3) or more buildings shall have the option of being evaluated by either the Director of Special Services or an administrator assigned to one of the buildings they service.
- B. Probationary teachers shall be observed and evaluated at least three (3) times during the school year. The first evaluation of a probationary teacher shall be made within eight (8) weeks following the probationary teacher's commencement of service; the second evaluation shall be made within sixteen (16) weeks of the probationary teacher's commencement of service; and the third evaluation shall be made within twenty-seven (27) weeks of the teacher's commencement of service. Tenure teachers shall be observed and evaluated at least once each school year prior to May 15. An observation shall be defined as a time period of no less than thirty (30) consecutive minutes.
- C. Within three (3) school days of an observation, the teacher shall have a conference with the evaluator to discuss the observation. In cases of more than one

ARTICLE II - TEACHER EVALUATION (Continued)

observation, the conference will be held within three (3) school days of the initial observation. The immediate supervisor shall inform the teacher by means of the evaluation instrument or written memo of any needed correction of observed or perceived delinquencies or deficiencies in his/her performance which shall be verified by written comments. The immediate supervisor shall state in specific terms the improvement needed. Such written statement(s) shall be provided only after an interview between the teacher and the immediate supervisor. The written statement shall indicate resources or techniques available to help achieve the indicated change. There will be no administrative requirement for teachers to complete a written pre- or post-evaluation form. However, nothing in this article shall be construed to limit the ability of the administrator to inquire about any aspect of the teacher's job performance. Any complaint directed against a teacher which, in the supervisor's judgment, reflects on the professional competence or conduct of the teacher shall be brought to the attention of the teacher in a personal conference. The teacher shall be provided with the opportunity to meet with an administrator and the complainant "for the purpose of addressing the complaint." An Association representative may be present at such a meeting. Complaints of a serious or recurring nature which have been substantiated by the building administrator may be included in the teacher's evaluation. A copy of the written evaluation shall be submitted to the teacher by the evaluator at the time of the final personal conference concerning said evaluation. The evaluation instrument presently used within the district will continue to be used in its present form for the duration of this contract.

ARTICLE II - TEACHER EVALUATION (Continued)

- D. A teacher shall have the right to read all evaluations before they are placed in the personnel file. After reading the evaluation and discussing it with the evaluator, the teacher shall sign the evaluation indicating that it has been read and a copy received. If a teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation. Letters of dissent shall be submitted to the evaluator within twelve (12) school days of the signing of the evaluation.
- E. Each teacher shall have the right, upon written request, to review the contents of their personnel file in the presence of a witness. The following items shall be excluded from this review:
1. Recommendations from colleges or university placement services.
 2. Recommendations of previous employer.
- Personnel files for teachers will be located in the central administration office. In reviewing their personnel files, teachers may be accompanied by a representative of the Association.
- F. Since immediate supervisors often keep memorandum files regarding individual teachers, teachers shall have the right to review their file upon request.
- G. The Board and the Association recognize that student achievement is related to the total environment in which the student lives and learns. It is further recognized that the evaluation of teachers is an administrative responsibility and shall be accomplished in accordance with Sections A through D. It is further understood that the administration recognizes that student achievement

ARTICLE II - TEACHER EVALUATION (Continued)

on standardized or norm based tests is a function of the student's total environment. Accountability models are defined as new and experimental.

- H. A "Teaching Coach" will be assigned by the appropriate supervisor to each probationary teacher upon commencement of teaching in the school district by probationary teacher. The "Teaching Coach," insofar as possible, shall be a tenure teacher and engaged in teaching within the same building, grade or discipline as the probationary teacher. It shall be the duty of the "Teaching Coach" to assist, counsel, and orient the probationary teacher to the responsibilities of a teacher in the school district. The "Teaching Coach" shall not be involved in the evaluation of the probationary teacher to which he/she is assigned. Insofar as possible, the "Teaching Coach" shall have the same preparation periods and released time to assist the probationary teacher.
- I. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand.

ARTICLE III

PROFESSIONAL NEGOTIATIONS

- A. It is recognized that matters may arise of vital mutual concern to the parties. Both parties may mutually agree to cooperatively consider and resolve any such matters. Any amendment or modification that is agreed upon will be placed in writing and executed by both parties.
- B. Before any change in Board policies is made which will affect wages, hours or working conditions which are not part of the terms of this Agreement, the Association will be informed in writing in advance and will have five (5) school days to request discussion concerning the proposed changes. If the Board of Education receives such a request, the Association shall have an opportunity to meet with the Superintendent and/or Board before a final decision is made. Grievances will not be processed for this Section unless a copy of the official Board Policy and the alleged changes made by the Board shall be attached to the grievance.

ARTICLE IV

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the settlement of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure to settle unresolved disputes, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.
- B. If the Association disclaims in writing to the Board any responsibility for the cessation of professional services and so directs its members in writing to resume their normal duties, it shall not be liable in any way. In such cases, teachers who participate in any such act may be disciplined or discharged without recourse to the grievance procedure, provided, however, that the question of whether they participated shall be subject to the grievance procedure.
- C. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE V

TEACHER ASSIGNMENTS

- A. The best interests of the school district and the students are served by having properly certified teachers employed by the school district. The Board and the Association agree that a minimum requirement for initial employment of teachers shall be the possession of a Michigan Elementary or Secondary Provisional Certificate or its equivalent. The Board may employ teachers who have proper State Board of Education endorsement, authorization or licensure to teach in the area of vocational education. If it is necessary to deviate from this procedure, the deviation will be in accord with the Michigan Department of Education regulations and the Association will be informed of the deviation. No new teacher shall be placed under regular contract who does not possess at least a bachelors degree from an accredited college or university, and also possess a permanent or provisional teaching certificate or its equivalent. Work experience equivalency shall satisfy the requirement of a degree for vocational education teachers only for the purpose of initial employment. Employment of teachers who do not meet this criteria shall be permitted only in the case of absolute necessity. Any vocational education teacher who is annually authorized for and during the 1986-87, 1987-88, 1988-89 school years, and is working toward a teaching degree at a sponsoring institution, shall not be replaced by a degeed/certified/authorized teacher unless required by law and/or the Michigan State Department of Education.

ARTICLE V - TEACHER ASSIGNMENTS (Continued)

- B. The best interests of children in the district are served by having the most outstanding teachers available employed. Therefore, the following should be recognized by all teachers:
1. Teachers should report to the Assistant Superintendent for Personnel all teacher candidates of their acquaintance who they feel would make a favorable addition to the professional staff.
 2. Teachers who are leaving the district or contemplating leaving the district, or requesting a leave of absence for any reason, have a moral responsibility to report this to their immediate supervisor at the earliest possible date. This early reporting will enable the Assistant Superintendent for Personnel to acquire the best possible replacement for the following year.
- C. No teacher shall be assigned outside his/her Michigan certified major or minor except temporarily, and in those cases only with the written consent of the teacher involved. Work experience equivalency may be substituted for "major" and "minor" for teachers with vocational authorization for the purpose of work assignment. Teachers who have been assigned outside of their area can request to continue working outside of the Michigan certified major or minor, but must show progress and preparation for that area of assignment by completing six (6) semester hours of college credit before said teacher is reassigned to that area for a subsequent time.

ARTICLE V - TEACHER ASSIGNMENTS (Continued)

D. In the event there is no qualified teacher to assume the classroom vacancy, the administration shall take whatever steps are necessary to relieve the situation insofar as it is not inconsistent with other sections of this Agreement.

E. Every effort shall be made to limit the amount of inter-school travel of teachers who are assigned to more than one building. Travel time of these teachers shall be considered as if they were teaching. Teachers who are assigned to more than one building will be paid the current IRS rate for the travel between buildings. In addition to those teachers who are regularly assigned to more than one building, the above stipend for mileage in the district will be paid to:

- Elementary Art Teachers
- Elementary General Music Teachers
- Elementary Physical Education Teachers
- Elementary Instrumental Music Teachers
- Elementary Consultants
- Speech Correctionists
- Social Workers
- Psychologists
- Elementary Library Coordinator

These teachers will be asked to file a monthly mileage report with their immediate supervisor. Mileage vouchers will be paid twice a year (at the end of each semester). Out-of-the-district travel mileage will be reimbursed at the current IRS rate.

ARTICLE V - TEACHER ASSIGNMENTS (Continued)

- F. All teachers, other than newly appointed teachers, shall be given written notice of their tentative teaching assignment including grade, subject and building for the forthcoming school year no later than the last day of school for teachers. In the event changes in said assignment are proposed, all teachers affected shall be notified promptly and given the reasons for the change. Teachers so affected shall be given an opportunity to discuss the situation with their immediate supervisor and to suggest other possible alternatives. Final decision will rest with the supervisor. No Walled Lake teacher will be asked to sign a salary agreement prior to the written determination of the teaching assignment, said assignments to include subjects, grade and building.
- G. Extra-pay assignments listed in Appendix II of this Master Agreement plus driver's education and summer school teaching positions shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments shall be given to teachers employed by the district. Applicants must demonstrate professional training, qualifications, and availability for these positions as determined by the Board.
- H. No teacher shall be required to substitute for another teacher, take another teacher's assignment, or take students assigned to another teacher without his/her consent, except in the case of an emergency situation. An emergency situation is defined as follows:
- When a substitute is needed for less than a three-hour period and/or the district's substitute calling service has attempted to contact every

ARTICLE V - TEACHER ASSIGNMENTS (Continued)

suitable substitute and has found no one available to assume this emergency assignment.

The Board agrees to take every reasonable step to find and identify those people who are willing to service as substitute teachers. In the event this emergency exists, the following procedure shall be utilized in selecting teachers for this responsibility:

1. Secondary Schools

- a. Teachers who are available will be asked to substitute.
- b. In the event that no one agrees to substitute, teachers will be assigned on an equitable, rotating basis.

2. Elementary Schools

- a. Teachers will assume responsibility for their own classes when an Art, Physical Education, or General Music substitute teacher is not available.
- b. The class of the absent classroom teacher will be divided between three (3) other classroom teachers at the same or as close to the same grade level as possible.

All teachers subbing for another teacher shall be compensated as stipulated in Article XXVI, Section L.

- I. Teacher assignments shall be made without regard to race, creed, color, religion, nationality, age, handicap, sex or marital status.

ARTICLE VI

PROMOTION AND TRANSFERS

- A. Teachers shall have the opportunity to apply for those district vacancies for which they are certified and qualified.
- B. A vacancy of any professional position in the district shall be publicized by giving written notice to the Association and providing for the posting of such in every building.
- C. All administrative positions and all new positions which are created within the teaching staff shall be posted for a minimum of fifteen (15) calendar days before said positions are filled. All other positions shall be posted for a minimum of five (5) calendar days prior to the filling of such vacancies. However, interim appointments can be made to provide for continuity of operations and to provide sufficient time for the selection of the most suitable candidates to fill said vacancies. An interim appointment will be defined as one which will not extend beyond the end of the school year in which the vacancy occurred.
- D. All applications for positions from teachers within the system will receive consideration with other applicants. Vacancies shall be filled on the basis of experience, competency, qualifications and other relevant factors. When these considerations are equal, as determined by the administration, then service in Walled Lake shall be the determining factor.

ARTICLE VI - PROMOTION AND TRANSFERS (Continued)

- E. At the elementary level in situations where an inter-building transfer is necessitated by a district lay-off, the choice of leaving or remaining within the building will be given to the general education classroom teacher with the greatest district seniority.

At the secondary level in a situation where an inter-building transfer is necessitated by a district lay-off, the choice of leaving or staying within the building will be determined by district seniority, Michigan teacher certification, qualifications to include majors, minors and teaching experience.

Necessary inter-building transfers to meet staffing and/or program needs may be effectuated by the administration when the need to transfer is not caused by a district lay-off. Prior to transferring, a good faith effort will be made by the administration to meet staffing and/or program needs by soliciting qualified volunteers. A volunteer would not be disqualified from a position as long as he/she volunteers to be trained (if necessary) or a waiver can be obtained. Such transfers shall not be effectuated for arbitrary purposes.

- F. It is agreed that all teachers should have the opportunity to be considered for reassignment or transfer to a different class, building or assignment. Teachers desiring such consideration should file their request with the Superintendent of Schools before April 1 of each year. The request shall set forth their reasons for transfer and the school, grade, or assignment sought. Reasons that are private or personal need not be reduced to writing, but shall be communicated orally to the Assistant Superintendent for Personnel. Request of this nature

ARTICLE VI - PROMOTION AND TRANSFERS (Continued)

that are on file shall be the first reviewed when openings occur. Requests of this type shall be renewed each year by the teacher to assure active consideration.

- G. Teachers returning from lay-off, approved leaves of absence or teachers who have been transferred to another building as a result of staff reduction, shall be assigned to a position equal to their Michigan certification. Teachers in these categories desiring a return to their former position shall file a written request with the Assistant Superintendent for Personnel at the time any of the above actions are effected. Said teachers shall have one right of first refusal when the position becomes open. Vacancies shall be determined by the administration after all internal building reassignments have been determined.
- H. All teacher promotions and transfers shall be made without regard to race, creed, color, religion, nationality, age, handicap, sex or marital status except that nothing within this article shall deny the right to refuse to transfer married couples to the same building; said judgment shall be based upon the educational desirability of such an assignment.
- I. In the event that it becomes necessary to close a building(s), teachers in the affected building(s) shall submit a written placement request to the Assistant Superintendent of Personnel detailing their specific three grade level placement preferences in descending order and building preferences in descending order. This letter requesting placement shall be submitted to the Assistant Superintendent of Personnel no later than fifteen (15) calendar days after the official

ARTICLE VI - PROMOTION AND TRANSFERS (Continued)

actions of the Board of Education to close said building. In the event appropriate vacancies occur prior to the beginning of the next school year, the requesting teaching shall be assigned the position prior to placement of teachers requesting transfer, teachers returning from leaves of absence and teachers recalled from lay-off.

ARTICLE VII

PROTECTION OF TEACHERS

- A. The Board has a responsibility to give reasonable administrative encouragement, support and assistance to teachers in order for them to perform their roles as effective teachers.

- B. The teachers have a responsibility to give reasonable encouragement, support and assistance to administration in order for them to perform their roles as effective administrators.

- C. Classroom teachers shall bring to the attention of their immediate supervisor any special circumstances which may, in the professional judgment of the teacher, need special consideration. This is to provide an opportunity for teachers to be heard when they feel there is a special need relative to a child's emotional, physical or mental abilities, which has an adverse relationship upon the learning of that child or the rest of the class, or casts an unrealistic burden upon the individual teacher. Whenever it appears that a particular child requires the attention and action of further professional personnel, the following action will be taken:
 - 1. Informal discussion between the teacher and the immediate supervisor will be held to ascertain the nature of the problem and possible remedies.
 - 2. If the student's problem persists, the problem will be brought to the attention of the immediate supervisor in writing and shall include a written summary describing the student's problems. A careful review shall be made of all pertinent data and the parties shall agree upon a course of

ARTICLE VII - PROTECTION OF TEACHERS (Continued)

action. The supervisor shall prepare a written report of the agreed course of action and the teachers shall receive a copy within two school days.

3. If this report requires the service of the Special Services Department, the following procedures shall be observed:
 - a. The classroom teacher, supervisor and/or counselor shall jointly complete the special education referral form, attach it to the written report, secure parental signature on the Parent Request for Special Services Form and forward it to the Director of Special Services. A copy of the Special Services Handbook will be provided to the parent and a copy of the referral form will be placed in the child's CA-60.
 - b. The Director of Special Services shall schedule an examination within twenty (20) school days. In cases of extenuating circumstances, this deadline may be extended by ten (10) school days by notifying all concerned in writing of the circumstances. It shall be the supervisor's responsibility to notify the teacher of the examination date.
 - c. In cases where the referral source is other than the classroom teacher, the principal shall advise the teacher of the fact prior to forwarding a referral to the Director of Special Services.
 - d. After the examination, it shall be the responsibility of the examiner to schedule a personal interpretation conference with the teacher and supervisor within ten (10) school days following the examination date. In the event a child does not qualify for special education placement, the teacher shall receive all possible advice and assistance from other personnel relative to the needs of the child. In circumstances where a child qualifies for special education placement, but placement

ARTICLE VII - PROTECTION OF TEACHERS (Continued)

is not immediately available, the child shall be placed on a waiting list and the teacher shall receive all possible advice and assistance from other professional personnel relative to the needs of the child. In computing class load, the child waiting placement shall be counted as two (2) students.

- e. A note (uniform district-wide) shall be placed in the CA-60 if a student has been evaluated by the Special Services Department. A copy of the evaluation shall be available in the building for teacher review upon request.
 - f. Students attending the Southwest Oakland Vocational Education Center requiring the services of a special education department shall be referred to the Director of Special Services or special education referral person of the sending district. The disposition of the referral shall be handled by the established procedure of the sending district. In the event that a problem persists beyond thirty (30) school days with no disposition, the principal may take whatever action he/she deems necessary consistent with the procedures established between the Walled Lake Schools and the sending districts to resolve the problem.
- D. A teacher may send a pupil from his/her class to the office of an administrator when the conduct of said child is, in the professional judgment of the teacher, detrimental to the educational process within that classroom. In such cases, the teacher will furnish the administrator with a verbal explanation of the incident as soon as possible. The administrator will be provided with the full

ARTICLE VII - PROTECTION OF TEACHERS (Continued)

particulars of the incident in writing as soon as the classroom responsibility of the teacher permits, but in no case shall it be later than the end of the school day. It is recognized that the ability of the administrator to deal adequately with the child who has been sent to the office depends on the administrator's ability to secure from the classroom teacher a full and accurate report of the behavior which necessitated a child being removed from the classroom. The administrator, after reviewing the situation and taking appropriate action, shall inform the teacher of the action taken before returning the child to class. Chronic attendance problems shall be handled in a like manner.

E. Any case of an assault upon a teacher as a result of his/her professional responsibility shall be promptly reported to the immediate supervisor, who shall in turn report it to the Superintendent. The Board shall provide legal counsel for the teacher with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Uniform procedures for reporting suspected cases of child abuse shall be communicated in writing to all teachers within one (1) month of school opening each year, with copies forwarded to the Association.

F. If a teacher is sued as a result of his/her employment, the Board shall provide legal counsel except in those situations where the Board of Education acts as a plaintiff. If a teacher is complained against as a result of his/her employment, the Board shall provide legal advice. Nothing within this section shall

ARTICLE VII - PROTECTION OF TEACHERS (Continued)

prohibit the Board from extending further assistance to any teacher relative to such situations.

- G. The Board shall reimburse teachers in real value for any loss, damage or destruction of personal property of the teacher which is being used by the teacher in connection with his/her professional duties or responsibilities in the school. To gain this protection, the teacher must have the authorization of his/her immediate supervisor to bring said property to school. If said property is left overnight, it must be in a place designated by the immediate supervisor.

- H. After a period of four (4) years, the Board shall honor any written request to remove negative or derogatory materials from either the teacher's personnel file or memorandum files, providing that there has been no substantiated recurrence of the incident which led to the written record.

- I. No teachers shall be disciplined, reprimanded, reduced in rank or compensation, suspended or discharged without just cause. Any such discipline, reprimand, reduction in rank or compensation, suspension or discharge shall be subject to the professional grievance procedure contained within this Agreement. Written records shall not be used against a teacher which have not been previously seen by that teacher. If the teacher disagrees with the written record, he/she shall have the opportunity to attach a letter of dissent. Determination of just cause in the discharge of a tenure teacher shall be through the appeal procedure provided in the Michigan Teacher Tenure Act. An immediate supervisor shall have the right to reprimand or discipline a teacher for alleged delinquencies in

ARTICLE VII - PROTECTION OF TEACHERS (Continued)

professional performance. Whenever an immediate supervisor conducts a hearing concerning the alleged deficiencies in professional performance, the teacher shall have the opportunity to request the presence of an Association representative. If the immediate supervisor does not initiate a hearing, the teacher shall have the right to request a hearing before the same supervisor. The request for the hearing must be made within five (5) school days of the original reprimand or warning. No record of such reprimand shall be placed in the teacher's file until such a hearing or the lapse of the above time.

ARTICLE VIII

YEARLY WORK SCHEDULE

A. The calendar for the school year 1986-87 shall be as follows:

NEW teachers report	Thursday	Aug. 28
ALL teachers report	Friday	Aug. 29
Students report	Tuesday	Sept. 2
Elementary P.T.C.	Monday	Nov. 10
Thanksgiving Recess	Thursday	Nov. 27
Thanksgiving Recess	Friday	Nov. 28
Last day of school - Winter Recess	Friday	Dec. 19
School Resumes	Monday	Jan. 5
Teacher Record Day No students - K-12	Friday	Jan. 23
Last day of school - SPRING RECESS	Thursday	Apr. 16
School Resumes	Monday	Apr. 27
Memorial Day NO SCHOOL	Monday	May 25
HALF-Day STUDENTS Grades 9-12	Friday	Jun. 5
HALF-Day STUDENTS Grades K-8	Thursday	Jun. 11
Last Day, TEACHERS	Friday	June 12

Student Days - 180 Days

Teacher Days - 186 Days

New Teacher Days - 187 Days

ARTICLE VIII - YEARLY WORK SCHEDULE (Continued)

B. Elementary teachers shall have two (2) parent-teacher conference days, one on November 10 and the other to be determined by the Administration. Full time kindergarten teachers will be given two (2) additional days for parent- teacher conferences. Part-time kindergarten teachers will be given two (2) additional 1/2 days for parent-teacher conferences. With parent cooperation, all elementary teachers shall hold at least one (1) parent-teacher conference for each child in their class. Elementary teachers shall have one (1) in-service day to be determined by the Assistant Superintendent for Elementary Instruction.

C. Secondary teachers will have two (2) parent-teacher conference days, one to occur during the week following the first reporting period and the second to occur during the week following the third reporting period. These dates may vary at the respective secondary buildings. Secondary teachers will have one (1) in-service day to be determined by the Assistant Superintendent for Secondary Instruction.

D. The calendar for the school year 1987-88 shall be as follows:

NEW teachers report	Thursday	Sep. 3
ALL teachers report	Friday	Sep. 4
Students report	Tuesday	Sep. 8
Elementary P.T.C.	Monday	Nov. 16
Thanksgiving Recess	Thursday	Nov. 26
Thanksgiving Recess	Friday	Nov. 27
Last day of school- Winter Recess	Friday	Dec. 18

ARTICLE VIII - YEARLY WORK SCHEDULE (Continued)

CALENDAR FOR SCHOOL YEAR 1987-88 (Continued)

School Resumes	Monday	Jan. 4
Teacher Record Day No students- K-12	Friday	Jan. 29
Last day of school- SPRING RECESS	Thursday	Mar. 31
School Resumes	Monday	Apr. 11
Memorial Day NO SCHOOL	Monday	May 30
HALF-DAY STUDENTS Grades 9-12	Friday	Jun. 10
HALF-Day STUDENTS Grades K-8	Thursday	Jun. 16
Last day, TEACHERS	Friday	Jun. 17
Student Days	-	180
Teacher Days	-	186
New Teacher Days	-	187

- E. Elementary teachers shall have two (2) parent-teacher conference days, one on November 16 and the other to be determined by the Administration. Full-time kindergarten teachers will be given two (2) additional days for parent-teacher conferences. Part-time kindergarten teachers will be given two (2) additional 1/2 days for parent-teacher conferences. With parent cooperation, all elementary teachers shall hold at least one (1) parent-teacher conference for each child in their class. Elementary teachers will have one (1) in-service day to be determined by the Assistant Superintendent for Elementary Instruction.

ARTICLE VIII - YEARLY WORK SCHEDULE (Continued)

F. Secondary teachers will have two (2) parent-teacher conference days, one to occur during the week following the first reporting period and the second to occur during the week following the third reporting period. These dates may vary at the respective secondary buildings. Secondary teachers will have one (1) in-service day to be determined by the Assistant Superintendent for Secondary Instruction.

G. The calendar for the school year 1988-89 shall be as follows:

NEW teachers report	Thursday	Sep. 1
ALL teacher report	Friday	Sep. 2
Students report	Tuesday	Sep. 6
Elementary P.T.C.	Monday	Nov. 14
Thanksgiving Recess	Thursday	Nov. 24
Thanksgiving Recess	Friday	Nov. 25
Last day of school- Winter Recess	Friday	Dec. 23
School Resumes	Tuesday	Jan. 3
Teacher Record Day No students- K-12	Friday	Jan. 27
Last day of school- SPRING RECESS	Thursday	Mar. 23
School Resumes	Monday	Apr. 3
Memorial Day NO SCHOOL	Monday	May 29
HALF-Day STUDENTS Grades 9-12	Friday	Jun. 2
HALF-Day STUDENTS Grades K-8	Friday	Jun. 9

ARTICLE VIII - YEARLY WORK SCHEDULE (Continued)

CALENDAR FOR SCHOOL YEAR 1988-89 (Continued)

Last Day, TEACHERS	Saturday	Jun. 10
	Monday	Or Jun. 12
Student Days	- 180	
Teacher Days	- 186	
New Teacher Days	- 187	

- H. Elementary teachers shall have two (2) parent-teacher conference days, one on November 14 and the other to be determined by the Administration. Full time kindergarten teachers will be given two (2) additional days for parent-teacher conferences. Part-time kindergarten teachers will be given two (2) additional 1/2 days for parent-teacher conferences. With parent cooperation, all elementary teachers shall hold at least one parent-teacher conference for each child in their class. Elementary teachers shall have one (1) in-service day to be determined by the Assistant Superintendent for Elementary Instruction.
- I. Secondary teachers will have two (2) parent-teacher conference days, one to occur during the week following the first reporting period and the second to occur during the week following the third reporting period. These dates may vary at the respective secondary buildings. Secondary teachers will have one (1) in-service day to be determined by the Assistant Superintendent for Secondary Instruction.
- J. For each year of the contract, should the last day for students fall on a Friday, the Association will notify the Board by May 15 as to whether the last day for teachers will be on a Saturday or a Monday.

ARTICLE IX

SCHOOL CLOSINGS

- K. In the event scheduled days of student attendance are cancelled because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township or state health authorities, there shall be no obligation for professional teaching staff to report to their buildings. When school is closed for the reasons noted above, the professional staff may use this day for whatever purpose they see fit. There shall be no penalties nor deductions for any reason when school is closed in compliance with this article.
- L. If days for students must be rescheduled to meet the requirements of state law, the days will be scheduled at the end of the school year. The rescheduling will amend the school calendar but shall not affect or otherwise require an adjustment of salary, compensation or other benefits provided within this collective bargaining agreement.
- M. The Board agrees to notify teachers as early as possible of any school closing so as to prevent unnecessary travel by teachers.

ARTICLE X

TEACHING LOAD

- A. The Board recognizes that one of the factors related to the quality of classroom instruction is the number of pupils assigned to any individual teacher. The Board agrees that a representative of the Board will discuss the topic of teaching load with the Association when it is evident that such a discussion might improve the morale of teachers and improve the quality of instruction in the district.

- B. The Board agrees that it is not desirable to assign more students to a building than it can adequately accommodate. When it appears that overcrowding exists, the principal and staff will discuss the problem and identify possible solutions. A statement describing the overcrowded conditions and possible solutions will then be forwarded to the Superintendent or his/her designee for appropriate action.

- C. The Board agrees that it is not desirable for a Kindergarten or first grade class to have more than 25 students. In the event the enrollment in a kindergarten or first grade section exceeds 28 students, the teacher involved, an Association representative, the Superintendent's representative, and the building principal shall meet to study the situation to see if a plan can be developed to relieve the problem. In the event the enrollment in a kindergarten or first grade section exceeds thirty (30) students, the Board agrees that the recommendation of the foregoing committee will be adopted and implemented.

ARTICLE X - TEACHING LOAD (Continued)

- D. The Board agrees that it is not desirable for an elementary class (grades 2-6) to have more than twenty-eight (28) students. In the event the enrollment in an elementary class exceeds thirty (30) students, the teacher involved, an Association representative, the Superintendent's representative, and the building principal shall meet to study the situation to see if a plan can be developed to relieve the problem. In the event the enrollment in an elementary classroom exceeds thirty-three (33) students, the Board agrees that the recommendation of the foregoing committee will be adopted and implemented.
- E. When secondary class loads become excessive, the teacher involved and the building principal will work cooperatively to see if a solution can be found to the problem. At the invitation of either the building principal or the teacher involved, a representative of the Association may take part in the discussion as an attempt is made to find a solution to the problem. It is agreed that the staffing ratio in secondary schools, including the Southwest Oakland Vocational Education Center, shall not be less than four (4) classroom teachers per hundred students.
- F. Whenever possible, secondary teachers will be assigned to not more than two (2) subject fields and will not be given more than three (3) subject preparations.
- G. It is recognized by both parties that the ability to implement this article is in part governed by financial resources available to the Board of Education. In the event that adequate financial resources seem not to be available to adequately implement this article, the Association shall be notified promptly. The

ARTICLE X - TEACHING LOAD (Continued)

Association shall have an opportunity to consult with the Board, or representatives of the Board, to make recommendations concerning this problem. No staff reductions below the levels stipulated in this article shall be made without prior negotiations with the Association.

- H. When problems concerning the overcrowding of sections occur, it is agreed that the school will consider as one feasible alternative the concept of split sections. In those cases where split sections are utilized, the Board agrees that the maximum size of a split section shall not exceed twenty-eight (28) students. Where split sections occur, the sending and receiving teachers shall confer for the purpose of recommending to the principal, students for placement in the class. There shall be no grade 1/2 splits.
- I. The Board will strive to meet the 1978-79 North Central Evaluative criteria concerning counselor-pupil ratios, and recognizes the desirability of meeting the North Central Association's progress criteria.
- J. Beginning with the 1982-83 school year, all elementary students identified and certified as emotionally impaired, learning disabled or educable mentally impaired prior to the beginning of the school year, will be placed with general education classroom teachers according to the particular needs of each student as prescribed in their Individualized Educational Plan. Where possible, these E.I., L.D., and E.M.I. students will be equitably placed among general education teachers of the appropriate grade level.

ARTICLE X - TEACHING LOAD (Continued)

This section is not applicable in situations where a special education teacher and a general education teacher are engaged in a team teaching situation.

- K. Beginning with the 1982-83 school year, all secondary students identified and certified as emotionally impaired, learning disabled or educable mentally impaired prior to the beginning of the school year will be placed with general education teachers according to the particular needs of each student as prescribed in their Individualized Educational Plan. Where possible, these E.I., L.D., and E.M.I. students will be equitably placed among general education teachers of the same course. This section is not applicable in situations where a special education teacher and a general education teacher are engaged in a team teaching situation.

- L. It is the intent of the Board not to supplant present Special Services school psychological and school social worker personnel with outside professionals unless required by law. This section does not apply to services offered by the State of Michigan, Oakland Schools and other intermediate school districts, neighboring and other local school districts, and/or agencies within or outside the State of Michigan which offer unique programs or service not available in the Walled Lake Consolidated School District.

ARTICLE XI
TEACHING CONDITIONS

- A. The Board and the Association recognize that the availability of adequate school facilities and equipment for both students and teachers is necessary to ensure a high quality of education. They also acknowledge that the primary duty of teachers is to teach and that the organization of the school and the school day shall be directed at ensuring that the energy of the teacher is utilized to this end.

- B. The Board shall attempt to relieve teachers of clerical responsibilities which have little relationship to classroom responsibilities and shall make available adequate typing, duplicating, stencil and mimeograph facilities and make a reasonable effort to provide clerical personnel to aid teachers in the preparation of instructional materials. Where special education classroom teachers are provided with an aide, they shall be given an opportunity to participate in the interviewing process.

- C. Teachers shall not be required to collect and transmit money to be used for other than educational purposes. Teachers shall not be required to tabulate money, but shall exercise reasonable care for the accountability of such money.

- D. Class sponsors and club supervisors shall be responsible for the supervision of the accounts that pertain to their activities. Teachers shall not be held accountable for the actual bookkeeping procedures, but the teachers have a

ARTICLE XI - TEACHING CONDITIONS (Continued)

definite responsibility to know how this money is expended and to approve each "order to draw."

- E. The Board and the Association recognize that much money is handled by classes, clubs and other school activities. To improve the supervision of these accounts, all accounts shall have use of the internal accounting procedures. No money shall be collected from students without the knowledge and approval of the building principal.
- F. Desk copies and teacher manuals shall be furnished each teacher for each course he/she is teaching. Appropriate textbooks shall be furnished for each course which requires a text. The teacher shall exercise professional judgment and care in the use of materials provided under this section. The Board shall provide instructional and up-to-date reference materials within budgetary limitations.
- G. The Board shall make every reasonable effort to have adequate lunchroom and lavatory facilities available for the exclusive use of the professional staff and other adults authorized by the principal, and to provide at least one (1) room within each building as a faculty lounge where smoking is permitted. In buildings where these facilities are deficient, every effort will be made to correct these deficiencies as future bond issues materialize.
- H. In each building, where possible, a work room shall be provided for the preparation of instructional materials. Typing and duplicating facilities shall be

ARTICLE XI - TEACHING CONDITIONS (Continued)

present in all workrooms. In each building, where possible, supplies and other equipment which is available for the preparation of instructional materials shall be centered in the workroom.

- I. The Board shall maintain an adequate communication system which will permit classroom teachers to communicate with the school office within each respective building. A telephone essentially for professional use by the teachers shall be provided so as to allow for private consultations and other matters of a private nature. This section is not intended to extend the privilege of those private calls subject to a toll.

- J. Each classroom teacher and itinerant program shall be provided with a separate desk and locked storage space within each classroom or building where personal belongings and other approved materials will be kept. Itinerant programs shall be furnished with an area to be used for preparation and consultation purposes. In elementary buildings where instructional space is available and there is a demonstrated need, the Board will utilize it for instructional purposes. Where available and possible within a building, the Board agrees to provide programs which are involved with the direct teaching of students with storage space and facilities to meet the needs of the program. Elementary itinerant programs shall be given first consideration for available classrooms over non-instructional program usage. In the event that special services must share facilities with another program, a permanent partition with a separate entrance will be built within ninety (90) days. Whenever possible, rooms designed for testing or teaching of special education students shall be located in a quiet

ARTICLE XI - TEACHING CONDITIONS (Continued)

area. Future building additions or projects shall take these needs into consideration when designing these projects.

- K. The Board shall keep the schools properly maintained and clean according to the established standards of the district and the rules and regulations of the State of Michigan. Teachers will report all facility deficiencies which they deem to be unsafe or unhealthy promptly to the immediate supervisor. The immediate supervisor shall report back to the teacher as soon as possible the proposed solution to the problem. If the supervisor determines, based upon known circumstances, that the situation is unsafe or unhealthy, the teacher and students shall be removed from that situation as soon as possible.
- L. Normally, when an art, physical education or general music teacher is in charge of an elementary classroom, there is no need for the attendance of the regular teacher.
- M. The Board agrees that it is desirable to provide for the professional development of the teaching staff through in-service and conference activities. The Board recognizes the desirability of teacher participation in determining appropriate professional development activities. The Board agrees to provide funds for teachers who desire to attend select and approved professional conferences. Each building will be allocated a known amount of money for this purpose, and teachers will have an opportunity to discuss the use of said allocation with their immediate supervisor with the final authorization for conference attendance resting with the central administration. Released time,

ARTICLE XI - TEACHING CONDITIONS (Continued)

travel, meals, lodging and registration fees shall be deemed appropriate expenses which may be requested.

- N. The Board shall provide adequate paved parking immediately adjacent to each building for the use of the professional staff. Student parking shall not be allowed in this area.
- O. The district shall, at the request of the teacher, launder smocks which the district shall provide in the following instructional areas: industrial arts, science, home economics and art.
- P. A teacher may, during normal custodial hours, have access to specified or designated areas in his/her building upon approval of the building principal. The teacher shall assume responsibility for maintaining the prior condition of these sections.
- Q. The Board agrees to establish a tentative schedule for all annual year-end deadlines for special education personnel. This shall be distributed by October first of each year.
- R. Elementary art, general music, instrumental music, physical education and special education teachers will have the opportunity to recommend an alternative professional development experience in lieu of a general education in-service scheduled for their building. Final approval will rest with the building principal.

ARTICLE XII

DAILY WORK SCHEDULE

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the regular school day in the morning and teachers shall be permitted to leave ten (10) minutes after the close of the regular day. The above does not apply to teachers at the Southwest Oakland Vocational Education Center. The daily work schedule for teachers assigned to the Southwest Oakland Vocational Education Center shall not exceed in total time the daily work schedule for teachers assigned to other high schools in the Walled Lake Consolidated School District. Except whenever students, by necessity, are in the building beyond these limits, it may be necessary for some teacher supervision. In this case, individual principals and their staff shall jointly arrive at a satisfactory program for supervision. In no case shall this program call for the last to remain in the building for more than seven and one-half (7-1/2) hours from the time the first teacher is to report. Deviations from this section and Section C, Article XII, shall be by mutual agreement of the Board and the Association and shall be limited to specific positions. Teachers are encouraged to arrive and remain for sufficient periods before and after the students' day to attend to those matters which properly require attention at those times.
- B. All teachers in the elementary schools shall have a lunch period equal to forty (40) minutes including a duty-free, uninterrupted lunch period of no less than thirty (30) minutes. All teachers in the junior and senior high schools shall

ARTICLE XII - DAILY WORK SCHEDULE (Continued)

have a duty-free, uninterrupted lunch period of not less than thirty (30) minutes.

- C. The daily teaching load in the junior high school will be six (6) teaching periods and one (1) unassigned preparation period. However, this is not to preclude an activity period occurring within the length of the school day if it is jointly planned by the building principal and his/her staff with the following provisions: if two-thirds (2/3) of the teachers involved agree to the concept of an activity period, the Association and the Board shall use their good offices to facilitate this educational concept. The change shall be for a specific period of time. The total staff involved, including the principal, shall vote upon it by secret ballot. The change, if approved, shall be binding upon the total staff involved for the specified time. This time may be extended by another vote. In the event the building principal and his/her staff agree to any such agreement, the Association shall be notified of this agreement by the building representative and the Superintendent shall be notified by the building principal. In the senior high school, the daily teaching load will be five (5) teaching periods and one (1) unassigned preparation period. Assignment to supervise study periods or other student supervision shall be considered a teaching period with the exception of home room periods. In the Southwest Oakland Vocational Education Center, the daily teaching load shall be equal to the five (5) teaching periods in the other senior high schools in the district, but may be assigned in different time blocks at the principal's discretion. A teacher in the Southwest Oakland Vocational Education Center may be assigned to

ARTICLE XII - DAILY WORK SCHEDULE (Continued)

a divided preparation period equal in length to the preparation period provided other high school teachers.

- D. All elementary teachers shall be guaranteed two hundred and sixty (260) minutes of planning, preparation and relief time per week. The above time blocks shall include at least three (3) planning periods of not less than thirty (30) minutes duration. Planning periods will begin not later than the fourth day of school for teachers.
- E. Personnel will be provided to supervise students during scheduled teacher relief and lunch periods in the elementary schools. In an emergency, whenever such supervision is temporarily not available and it is determined by the principal and the teacher involved that assistance is required from the teaching staff, the teachers will be reimbursed at the rate provided for in Article XXVI, Section L.
- F. No teacher shall be assigned a non-paid extra-curricular activity without his/her permission except that teachers recognize that there may be various responsibilities within the framework of the school that necessitate their involvement beyond the normal day. When no volunteers are available for these assignments, they shall be made on a rotating equitable basis.
- G. No teacher shall be required to take an after-hours professional assignment or an extended contract without his/her consent provided that the Board shall have the right to negotiate with the Association to require extended contracts for a

ARTICLE XII - DAILY WORK SCHEDULE (Continued)

special group of teachers. A teacher in the Southwest Oakland Vocational Education Center may be assigned, with his/her consent, to teach on a regular basis an additional class beyond the normally assigned load as part of the day program. In all such assignments, the teacher shall be compensated on a prorated basis as applied to his/her professional salary.

- H. Total building faculty meetings before, after or during the teachers' working day shall not be scheduled more often than seven (7) times per year except in an emergency situation. These meetings shall not be called without at least forty-eight (48) hours notice except in an emergency situation. An emergency situation shall be defined as any unforeseen combination of circumstances beyond the control of the immediate supervisor necessitating immediate action. Any meeting with total building staff called by the principal for purposes of curriculum planning or to discuss matters normally handled in faculty meetings shall be deemed to account for one of seven meetings. Total building faculty meetings scheduled on teacher work days as defined by the school calendar, will not exceed ninety (90) minutes in length. Mandatory building meetings will not be held in the afternoon of the last work day for teachers.
- I. All teachers may be required to be present at two (2) P.T.A./P.T.O. meetings per year. The two meetings for the total staff of each building asked to be present will be identified by the building principal. Since most schools schedule more than two P.T.A./P.T.O. meetings throughout the course of the school year, it is agreed that the building principal and his/her staff shall work together to determine a schedule which will provide for professional attendance by part of

ARTICLE XII - DAILY WORK SCHEDULE (Continued)

the staff at all P.T.A./P.T.O. meetings. In no case shall a teacher be required to attend more than three (3) meetings.

- J. Teachers are expected to use released-time and preparation-time in a professional manner. During periods when teachers are not directly supervising students, they may leave the building provided they sign out when they leave and sign in when they return and have their principal's permission.

ARTICLE XIII

LEAVES

- A. The Board shall make available to every teacher an unlimited accumulated leave bank for the use of that teacher only. The following will be legitimate reasons for the teacher to draw on this bank of leave days:
1. Personal illness of the teacher.
 2. Illness in the immediate household of the teacher if it is necessary for this teacher to attend to the needs of the individual who is ill. Immediate household is defined as mother, father, husband, wife and children who reside within the household.
 3. Absence will be allowed if there is a critical illness in the family of the teacher.
 4. Time shall be allowed for a death in the family of a teacher.
 5. Time shall be allowed to attend the funeral of a person whose relationship to the teacher warrants such attendance. The teacher will be allowed to make this determination.
 6. One (1) day per year shall be allowed for business of a personal nature that cannot be conducted outside of the normal school day. Such a day shall not be taken before or after a holiday, or the first or last day of school. Forms to be used in requesting the personal leave day will be available in each building. No reason for a personal leave day will be required. The form shall be returned to the principal three (3) days prior to the requested personal leave day. The only reason for denial of the personal leave day will be too many requests within the district or a particular building on any given day.

ARTICLE XIII - LEAVES (Continued)

7. When the teacher cannot report to work because of an emergency (circumstances outside of his/her control) absence with pay shall be granted providing the nature of the situation denotes an emergency and providing that written request for the recognition of such absences as an emergency be made to the Assistant Superintendent for Personnel. In the event the request is denied, the teacher may initiate a written appeal to the Superintendent. The Superintendent shall inform the teacher of his/her decision concerning the appeal within five (5) school days.
8. Teachers may also apply for time off necessitated by compelling personal reasons which cannot be arranged outside of school hours. Such requests shall be directed to the Assistant Superintendent for Personnel, in writing, at least five (5) school days in advance of the leave date(s) requested. In the event the request is denied, the teacher may initiate a written appeal to the Superintendent. The Superintendent shall inform the teacher of his/her decision concerning the appeal within five (5) school days. Requests for time off cited in Section A(6) shall not be granted in any event on days immediately preceding and immediately after the start of school, scheduled holidays or vacations, the last week of school or on scheduled in-service days. Time lost because of absences due to reasons listed in 1 through 8 above will be deducted from the total number of leave days accumulated. The only maximum limit to these types of absences would be the number of days that the teacher has accumulated in his/her leave bank.

ARTICLE XIII - LEAVES (Continued)

B. Accumulative leave days will be credited each teacher at the beginning of the school year at the rate of one (1) day per employment month. The total accumulation will be on an unlimited accumulative basis.

C. A teacher who is called to jury duty shall receive the difference between his/her regular salary and the jury fees with no loss of accumulative leave. If the teacher's presence in the classroom is considered imperative, the Board may submit a letter of request for deferral or exemption of said duty.

D. A teacher who is subpoenaed as a witness in a court case may appear without loss of accumulated leave. A copy of the subpoena shall be submitted to the immediate supervisor.

E. A sick leave bank shall be established jointly by the Association and the Board to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all personal time available and are unable to perform their professional responsibilities because of personal illness or disability.

Bargaining unit members who wish to become members of the sick bank must contribute two (2) days to the bank from their accumulated leave by the end of the fourth week of the school year or thirty (30) calendar days after initial hiring. Eligible employees may contribute more than two (2) days should they so desire. In order to maintain the sick leave bank additional assessments shall be made of all sick leave bank members when the sick leave bank reaches a low

ARTICLE XIII - LEAVES (Continued)

point of two hundred (200) days. The number of days assessed in replenishing the sick leave bank shall be determined by the sick leave bank committee, but in no event will the assessment exceed two (2) days for each assessment. The Board will assist in the maintenance of the bank by contributing two (2) days for each new bargaining unit employee.

A committee of four (4) members, two (2) appointed by the Association and two (2) appointed by the Board, shall govern the use of the bank.

Coverage from the bank may be requested immediately upon the exhaustion of the teacher's accrued sick days. The sick bank committee shall not dispense days until eighteen (18) school days after the onset of the teacher's immediate illness and exhaustion of the teacher's sick leave accrual. If the teacher has less than an eighteen (18) day accrual of sick days, he/she will receive dock days during the waiting period.

The committee shall review the merits of each case and all requests for use from the bank shall be approved by at least three (3) members of the committee. The committee shall have the right to request medical reports to validate illnesses or disability and to request explanation of previous use of leave days.

The committee has the power to establish its operation procedures which will be provided to all members of the bank by the third week of the school year and/or whenever any changes are made in the procedure. Decisions of the committee shall not be subject to the grievance procedure.

ARTICLE XIII - LEAVES (Continued)

It is understood that only those bargaining unit members who contribute days for initial membership and replenishment of the bank shall be eligible to use the sick leave bank. Any bargaining unit member may choose to withdraw from the bank by not donating assessed days.

The administration shall be responsible for distributing the forms to members hired after October 15, 1983.

In no case shall days previously donated be returned.

The Board shall incur no liability for days owed to the bank.

- F. Any teacher shall be covered by the applicable Worker's Compensation Laws. The Board agrees that a teacher who is injured during the performance of his/her duty shall receive Worker's Compensation. In addition to his/her Worker's Compensation, he/she shall receive an amount to be paid by the Board sufficient to make up the difference between Worker's Compensation and his/her per diem rate. In such cases, sick leave days computed on the same basis as the prorated portion of the Board's obligation under Worker's Compensation shall be charged against the teacher's existing sick leave days. Whenever the teacher's sick leave days have been exhausted, the compensation shall be only that which the teacher receives under Worker's Compensation. At such time the employee returns to work, his/her accumulated leave will be restored to a level equal to that at the onset of the approved Worker's Compensation claim.

ARTICLE XIV

LEAVE OF ABSENCE

- A. A leave of absence of up to one (1) year will be granted to any teacher for the purpose of participating in any exchange teaching programs in other states, territories or countries, participating in the Peace Corps, or participating in the Teachers Corps or Job Corps. This leave of absence may be extended upon request of the teacher for an additional one (1) year. Each of the above activities shall be deemed as teaching experience and said credit may be transferred back to the Walled Lake District upon return of said teacher.

- B. A military leave of absence shall be granted to any teacher who shall be inducted, or shall enlist, for military duty in any branch of the Armed Services of the United States and up to two (2) years of credit on the salary schedule shall be granted for such experience. This credit for military experience is only available to those Walled Lake Teachers who shall have their Walled Lake tenure interrupted by military service.

- C. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, an elected public position.

- D. A teacher may draw on his/her accumulated leave bank for a period of disability as a result of hospital confinement or for complications arising from her pregnancy. The teacher will return to work as soon as he/she is medically certified as physically able to perform all of the duties and functions of his/her position.

ARTICLE XIV - LEAVE OF ABSENCE (Continued)

In any event, teachers using accumulated sick leave must provide to the Assistant Superintendent for Personnel medical certification for the disability period. Extensions of sick leave used beyond the initial disability period will require further written medical certification submitted to the Assistant Superintendent for Personnel. Subsequent to this period of disability, the teacher may request additional unpaid leave time in accordance with Section E as follows.

- E. A one- (1) year leave of absence for the purpose of child care shall be granted to a teacher providing a written request is submitted to the Assistant Superintendent for Personnel at least thirty (30) calendar days prior to the commencement date of the requested leave. A second year of child care leave may be granted upon written request to the Assistant Superintendent for Personnel at least sixty (60) days prior to the conclusion of the initial year of child care leave. A child care leave will be subject to the provisions of Article XIV, Section I.

- F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to a one- (1) year period. A second year of leave may be granted.

- G. Tenure teachers may be granted, upon request, a year's leave to attend an institution of higher learning.

ARTICLE XIV - LEAVE OF ABSENCE (Continued)

- H. A one- (1) year leave of absence for personal reasons shall be granted upon written request of the teacher, provided that such leave, if granted by the Board, will result in the recall of a laid-off Walled Lake teacher to assume the resulting vacancy.
- I. Wherever practical, leaves of absence will be made to coincide with the school year. A teacher returning from a leave of absence shall inform the Assistant Superintendent for Personnel no later than the first of April preceding the school year of the intended return. Failure to supply such a notice to the Assistant Superintendent for Personnel shall be deemed evidence of the teacher's intention not to return to the employ of the school district and therefore relieve the Board of further obligation for re-employment. Those teachers returning from leaves of absence shall be reinstated in a position consistent with their major and/or minor fields and their Michigan Certification. Salary credit shall not be granted for the time encompassed by the leave. Upon return, the teacher shall be placed on the appropriate salary step. In the event a leave of absence occurs during the school year, the teacher will be granted one-half (1/2) year experience credit for each semester in which a majority of the semester was worked.
- J. In all leaves set forth above, accumulated leave days at the time of leaving shall be maintained.

ARTICLE XIV - LEAVE OF ABSENCE (Continued)

- K. Any teacher on leave may continue his/her health insurance benefits by prepaying quarterly the normal per subscriber group rate premium for such benefits to the Board.

ARTICLE XV

SABBATICAL LEAVES

- A. Sabbatical leaves for study and research will be granted by the Board to teachers who have completed seven (7) years of service. Such sabbatical leaves shall be in recognition of significant service through teaching and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of members of the staff and the value of their subsequent service to the school system.

- B. Each year the Board shall provide two (2) sabbatical leaves to members of the bargaining unit.

- C. A sabbatical leave may be granted for one (1) semester or one (1) full year. Each teacher on sabbatical leave shall receive one-half (1/2) of the pay he/she would otherwise receive during the period of the sabbatical leave as well as all fringe benefits. A teacher on sabbatical leave shall not render service for compensation in another educational institution provided, however, this shall not preclude the acceptance of a fellowship or other assistance in research. In calculating the number of sabbatical leaves, a sabbatical leave for one (1) semester shall be considered as a leave for one-half (1/2) person.

- D. Application for a sabbatical leave shall be made in writing not later than February 1 preceding the school year for which the leave is desired. The application must be accompanied by a statement of a well-conceived plan for spending the leave in a manner calculated to contribute to the professional

ARTICLE XV - SABBATICAL LEAVES (Continued)

effectiveness of the applicant and to the best interests of the school district. Generally speaking, sabbatical leaves will not be granted for the purpose of obtaining a Masters Degree. Said application shall contain a detailed analysis of the program the individual teacher plans to pursue during his/her sabbatical absence. No changes in this program shall be made without the consent and knowledge of the Board.

- E. Each teacher who is granted a sabbatical leave will be expected to return to the employ of the Board for at least a two (2) year period, and upon returning shall present to the Board a full report regarding the use of his/her sabbatical leave. Upon acceptance of his/her sabbatical leave, said teacher shall sign a promissory note with the Board in the amount of the sabbatical stipend to be granted by the Board, said promissory note may be redeemed by the teacher in one of the two following manners:
1. In the event said teacher does not wish to return to the employ of the school district at the conclusion of the sabbatical leave, said teacher may repay to the Board all money advanced by the Board during his/her sabbatical leave. Said money shall be repaid in total at an annual interest rate of fifteen (15) percent. At the option of the teacher, this note may be redeemed over a four (4) year period.
 2. Said teacher may, by returning to the employ of the Board, redeem said promissory note by teaching for two (2) years. Said promissory note is considered one-half (1/2) paid at the end of the first year of teaching and may be redeemed by the teacher in the event the teacher wishes to cease employment at the end of the one (1) year following the sabbatical by

ARTICLE XV - SABBATICAL LEAVES (Continued)

paying one-half (1/2) of the sabbatical stipend plus fifteen percent (15%) interest on the one-half (1/2). This amount may be repaid over a two (2) year period. By completing the second full year of teaching, the promissory note will be considered paid in full.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. Any teacher or group of teachers of the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulations of the Board relating to wages, hours, terms or condition of employment may process the claim as a grievance as hereinafter provided.

The grievance procedure shall not be applicable when a complaint arises from the specific provisions of any insurance carrier's policies, provided that such policies comply with all state and federal laws and the negotiated specifications of this Agreement.

Prior to the initiation of the formal grievance procedure, a teacher shall discuss the problem with the immediate supervisor whose action led to the problem. Every effort shall be made to resolve the problem informally. It is assumed that the initial step will be taken by the teacher individually. However, in cases where two administrators are present at this meeting, the teacher may request an Association representative be present.

Step 1 - In the event that the problem is not resolved informally, the teacher may file a formal written grievance with the Association with a copy to the immediate supervisor. The written grievance must be filed with the Association and sent to the immediate supervisor not more than ten (10) school days after the event or occurrence which is the basis of the grievance becomes known to the

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

teacher. After the Association and the immediate supervisor have received the grievance, designated representative(s) of the Association and the teacher involved shall meet with the supervisor in a scheduled meeting with fifteen (15) school days of the teacher's knowledge of the event or occurrence which is the basis of the grievance in an attempt to resolve the grievance. If the supervisor responds formally, he/she shall indicate his/her disposition of the grievance in writing within twenty (20) school days of the teacher's knowledge of the event or occurrence which is the basis, and a copy shall be furnished to the Association President, the Grievance Committee Chairperson and the grievant.

Step 2 - In the event the teacher is not satisfied with the response of the immediate supervisor, as outlined in Step 1, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) school days of the immediate supervisor's response. A meeting will be scheduled between the grievant and the Superintendent or his/her designee within five (5) school days of the receipt of the grievance. Within five (5) school days after the meetings, the disposition of the grievance shall be indicated in writing with copies to the Association President, Grievance Committee Chairperson and the grievant.

Step 3 - If the Association is not satisfied with the formal disposition of grievance at Step 2, or if no formal disposition has been made within five (5) school days of the meeting, the grievance shall be transmitted to the Board of Education within ten (10) school days following the Step 2 meeting. The Association shall file the grievance, in writing, with the Board through the Superintendent. The Board, acting as an impartial third party, shall hear said

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

grievance in appropriate session at its next regular meeting or a special meeting held within fifteen (15) school days. During any such hearing, the aggrieved teacher or teachers shall be permitted to have an Association representative present, and legal counsel, if they so desire. Both parties shall be permitted to present their case and position. Upon conclusion of the hearing, within seven (7) school days, the Board shall render its decision in writing. A copy shall be furnished to the Association President, the Grievance Committee Chairperson and the grievant.

Step 4 - If the Association is not satisfied with the formal disposition of the grievance at Step 3 or if no formal disposition has been made within the period provided above, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board within twenty-five (25) school days after the receipt of Step 3 response. Each party shall submit the names of three (3) arbitrators to each other within ten (10) school days of the date that the Association informs the Board that it is taking the grievance to arbitration. If the parties are unable to agree upon an arbitrator from the list of six (6) names so presented, or if either party fails to respond with three (3) arbitrators within ten (10) school days, then the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order or regulation of the Board relating to wages, hours, terms or condition of employment.

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish salary scales or change any salary, unless it is found that a teacher has been improperly placed on the existing salary schedule.
 3. He/she shall have no power to rule on the termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
 4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The filing fee shall be paid by the moving party.
 5. Any grievance occurring during the period between the termination date of the agreement and the effective date of the new agreement shall not be processed.
- B. If a grievance arises in more than one building, or if a grievance is initiated by the Association, it shall be transmitted directly to the Superintendent or his/her designee in writing. Grievances initiated in this fashion shall begin at Step 2 and the Superintendent or his/her designee shall be allowed twelve

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

(12) school days from the date that the grievance is received to render his/her disposition.

- C. All meetings concerning grievances are to take place at reasonable hours and will not interfere with the assigned duties unless said meetings are called by school administration, Board or arbitrator. All teachers directly involved in the grievance or arbitration hearing, as mutually agreed on by the Superintendent and President of the Association, shall be released from their teaching responsibilities to be present at such meeting with no loss of pay when called by the above parties.
- D. No reprisals of any kind will be taken against any teacher who has taken part in a grievance procedure.
- E. The time limits described shall be strictly observed but may be extended with mutual consent.
- F. If an individual teacher has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance may be adjusted without prior notification to the Association. An opportunity for the Association representative to be present shall be provided. No adjustment of any grievance shall be made which is inconsistent with the terms of the agreement. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

- G. The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers and Association staff, and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives.
- H. During each step where a grievance is reduced to writing, the written statement shall clearly specify:
1. The name or names of the aggrieved person or persons.
 2. The specific section of the Master Agreement or the specific Board rule or regulation allegedly violated.
 3. In what way there has been a violation, misinterpretation, or misapplication of this Agreement or rule or regulation of the Board.
 4. When this alleged violation occurred.
 5. The proposed remedy or remedies for resolution of the grievance.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).

ARTICLE XVII

RIGHTS OF THE ASSOCIATION

- A. The Board shall grant the Association use of school buildings for professional meetings which concern their Association. The use of these buildings shall be at reasonable hours which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy. No rental fee will be charged the Association.
- B. There will be a bulletin board designated within each school for the use of the Association. This bulletin board shall be in the lounge of the respective buildings.
- C. The Association shall be allowed to use the inter-school mail service and teacher mail boxes for communication to teachers.
- D. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment, calculating machines and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Normal supplies such as paper, masters, etc., will be made available to the Association, and the Association shall be billed for the actual cost of such supplies.

ARTICLE XVII - RIGHTS OF THE ASSOCIATION (Continued)

- F. The Board agrees to make available from time to time all available information to the Association in response to reasonable requests concerning the financial resources of the district, annual financial reports and audits, tentative budgetary requirements and allocations including county allocation budgets, agendas and minutes of all Board meetings, membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students.
- G. The Board shall do nothing to prohibit the wearing of insignia pins or other identification of membership in the Association. Teachers shall not affix decals or other professional insignias on school property without the expressed consent of the administration.
- H. The Board shall make available to the Association all information relative to the circumstances which surround a grievance. Any teacher filing a grievance should understand that his/her right for privacy has been waived under the grievance procedure and all pertinent information concerning this grievance will be supplied to the Association. Further, the Association shall be furnished with the grievance materials transmitted to the Board in the event of a Board level grievance or hearing concerning said grievance.
- I. For 1986-87 the Board shall provide a total of fifty (50) days of the contracted school year for the Association to use for its members to participate in Association business. For the school years 1987-88 and 1988-89, the Board shall

ARTICLE XVII - RIGHTS OF THE ASSOCIATION (Continued)

provide a total of forty (40) days of the contracted school year for the Association to use for its members to participate in Association business. These days shall not be charged against the teacher's leave time and no individual teacher shall be released for more than seven (7) school days. The Association agrees to assume the full costs for substitute wages relative to this section. The Association will be billed for this cost at the end of the school year. The President of the Association will notify the Superintendent or his/her designee in writing at least three (3) school days prior to the absence of any teacher who is to be released from their classroom responsibilities under this section of the contract. A copy of this notification will be directed to the principal of the building so affected.

J. For the 1986-87 contract year, the Board agrees to release the President of the Association one (1) day per week during the school year. The Association will be responsible for the full cost of the substitute's wages related to this release time.

K. Beginning with the 1987-88 school year, the Association President will be released from his/her regular teaching duties in the following manner:

1. Should the President be a high school teacher, he/she will be released fifth and sixth hours each day.
2. Should the President be a junior high school teacher, he/she will be released fifth, sixth and seventh hours each day.

ARTICLE XVII - RIGHTS OF THE ASSOCIATION (Continued)

3. Should the President be an elementary school teacher or a teacher or professional in a non-classroom assignment, he/she will be released one-half (1/2) time each day.

There shall be no cost to the individual for such release time. However, the Association shall be responsible for reimbursing the Board at the end of each pay period for the full cost of the substitutes or replacement teacher/professional wages related to the release time.

ARTICLE XVIII

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of the Superintendent and/or his/her representative, and the President of the Walled Lake Education Association and/or his/her representative.

- B. The Professional Study Committee shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.

- C. The Professional Study Committee is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subject.

- D. All reports of the Professional Study Committee or its subcommittees, including their recommendations, shall be submitted in writing to the President of the Walled lake Education Association and to the Superintendent of Schools.

- E. The subject of study by subcommittees shall include, but not be limited to:
 - 1. A study shall be made to evaluate procedures for improving the selection and use of educational tools and the implementation of ideas of individual teachers.
 - 2. A study of current athletic policies relating to the professional coaching staff shall be made. Changes in said policies will be considered based on the recommendations of the Professional Study Committee.

ARTICLE XVIII - PROFESSIONAL STUDY COMMITTEE (Continued)

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved and once dissolved, no subcommittee shall be reactivated except by mutual consent of the Professional Study Committee.

- F. The parties agree that the Professional Study Committee and its subcommittees serve in an advisory capacity, but any recommendation agreed to will be submitted for action.

ARTICLE XIX

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. 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 authorization, the Board shall deduction one-tenth (1/10) of 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 Association 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 Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in paragraph A, the Board shall cause the termination of employment of such teacher at the end of the school year. 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.

ARTICLE XIX - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS (Continued)

- 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 Association all monies so deducted. The Association agrees promptly to advise the Board of all members of the Association 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. In the event of any action against the Board brought in a court or administrative agency because of its compliance with provisions of Article XIX of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel.

- E. The Association agrees that in any action so defended it will indemnify and hold harmless the Board and administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Board's compliance with the provisions of Article XIX.

ARTICLE XX

BOARD RIGHTS

- A. Subject to the provisions of this Agreement and of the Act 379 of the Public Acts of 1965, the Board reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process, and to make all decisions and policies not inconsistent with the terms of this Agreement. Such rights include by way of illustration the right to:
1. Manage and control the business, equipment and operations of the school district.
 2. Assign personnel, determine the number of personnel and their schedules, and establish or modify school hours.
 3. Select, promote and determine qualifications of personnel.
 4. Determine the number and location of buildings, departments, offices and divisions thereof.
 5. Determine the services, supplies, and equipment necessary for the operation of the district and establish financial policies and procedures.
 6. Determine the number, function, authority and organization of its administrative staff.
- B. All existing policies relating to employment not inconsistent with or abrogated by this Agreement shall continue in full force and effect. The parties recognize the right of the Board to make reasonable changes in such policies not inconsistent with the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms of condition of employment is

ARTICLE XX - BOARD RIGHTS (Continued)

contemplated, the Association will be informed and given an opportunity to express its position as expressly provided for elsewhere within this contract. The Board will consider any expressed positions of the Association or any recommendation policies or policy changes relative to wages, hours, and terms of condition of employment submitted by the Association not inconsistent with this Agreement.

ARTICLE XXI

SENIORITY, LAY-OFF AND RECALL

- A. Seniority shall be defined as length of service in the Walled Lake School District, and shall begin on the date on which the employee first assumes his/her professional duties. Seniority shall not accrue for unpaid leaves except those granted for the Job Corps, Teacher Corps, Peace Corps, military service (as defined in Article XIV) or sabbatical leaves. All teachers shall be ranked on a list in order of their seniority. Such a list shall include each teacher's certification and present building assigned. This list will be given to the Association prior to November 15 of the current school year.

- B. Teachers who have voluntarily severed their employment relationship with the district shall have their seniority determined by a new effective date of employment, if they are later rehired. In cases of lay-off or unpaid leave, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off or leave.

- C. Lay-off shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment, shortage of revenues, teachers returning from leave, or other emergency situations as determined by the Board.

- D. Before official action on a reduction of teachers is taken by the Board, it will give notice in writing to the Association of the contemplated reduction.

ARTICLE XXI - SENIORITY, LAY-OFF AND RECALL (Continued)

- E. The names of the teachers to be laid off will be provided to the Association prior to official action of the Board.
- F. When the Board has determined the need to lay off teachers, the individuals involved will be given a minimum of thirty (30) school days notification. Ten (10) school days will be given in the case of an emergency situation. The official action of the Board shall constitute such notification.
- G. The Board will determine the programs to be retained. Teachers for the programs to be retained will be determined by their seniority, certification, and qualifications to include major, minors and teaching experience. To teach in grades 7-12 teaching experience shall be defined for the purposes of this article to mean the teacher shall have taught at least one (1) year during the last five (5) years in the subject area in grades 7-12. The experience (subject area requirement) may be waived if the teacher agrees to and completes six (6) credits in the subject area to be taught prior to the beginning of the next school year or within one (1) year from the time of the move into the new position. The six (6) credits must be approved by the district. Teachers certified K-12 with a major in art, music, physical education, special education and/or reading and who meet the experience requirement at K-12 of one (1) year during the last five (5) years in the subject area, may have the six (6) credit requirement waived. A teacher may also be considered qualified for the junior high school level without possessing a major or minor in the subject area if he/she has taught in the subject area in grades 7-12 for at least one (1) year in the last three (3) years. To teach in grades K-6 a teacher must be certified

ARTICLE XXI - SENIORITY, LAY-OFF AND RECALL (Continued)

and have one (1) year of experience at level K-6 in the last five (5) years. The experience will waive the major or minor requirement. Elementary teachers with a major or a minor in the specific subject area to be taught may, with specific certification in the subject area, be placed outside of grades K-6 if the teacher agrees to, and completes six (6) credits in the subject area to be taught prior to the beginning of the next school year within one (1) year from the time of the move into the new position.

- H. Teachers who are laid off shall be recalled in the reverse order of lay-off, according to seniority, certification, qualification to include majors, minors, teaching experience and program need. The Board will determine the degree to which personnel and programs can be reinstated.
- I. Laid-off tenure teachers shall be afforded all recall rights as provided by the Michigan Teacher Tenure Act and any subsequent interpretive rulings of the Michigan Teacher Tenure Commission. In the event of any lay-off, all tenure teachers who are affected will be notified in writing by the Board of Section 38105 of the Michigan Teacher Tenure Act. A laid-off probationary teacher shall be considered laid-off until he/she is employed as a full-time, regular teacher in any district. Failure to accept the Board's offer of a position within thirty (30) days of the postmark on said written offer shall be viewed as a voluntary severance of the employment relationship with the Walled Lake Schools. If the recall should occur during the school year and the laid-off tenured teacher is under contract to another Michigan district, he/she may refuse the offered position without relinquishing rights to subsequent recall

ARTICLE XXI - SENIORITY, LAY-OFF AND RECALL (Continued)

for the following school year. Once a laid-off tenured teacher has refused this initial recall, the Board will no longer be required to consider the teacher for recall, until the terms of the teacher's one-year contractual commitment to the other district has expired.

Should the laid-off tenure teacher refuse recall for the subsequent school year in which an appropriate vacancy exists, that refusal will be viewed as an abandonment of position and will sever the district's employment obligation to the teacher.

- J. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to maintain a current address in the personnel office in order to facilitate said notification.
- K. All teachers who are in a laid-off position effective with the end of a school year shall receive full fringe benefits during the months of July and August following the lay-off notification.
- L. A laid-off teacher may continue his/her health insurance benefits by prepaying quarterly the normal per subscriber group rate premium for such benefits to the Board. In the event of a recall, the Board shall reimburse the teacher for any unused portion of such pre-aid premiums.

ARTICLE XXI - SENIORITY, LAY-OFF AND RECALL (Continued)

- M. Lay-off and recall of teachers will be based on seniority, certification and qualifications to include majors, minors and teaching experience. The Southwest Oakland Vocational Education Center will follow the same lay-off and recall procedures as agreed to in this article, but shall be considered as a separate unit from the rest of the buildings in the school district, to the extent allowable under the Michigan Teacher Tenure Act.

- N. Beyond the date of lay-off, the Board shall not be obligated to extend to any laid-off teacher any of the wages, terms or conditions of employment within this Agreement other than those specifically noted in this article.

ARTICLE XXII

MISCELLANEOUS

- A. Teachers shall be advised of a telephone number to call when it is impossible for them to report to work because of illness or other factors.
- 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 this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the terms of this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board 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 policies of the Board.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees, the Board, and/or representatives, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII

DEPARTMENT CHAIRPERSONS

- A When positions for Department Chairpersons are funded, as determined and approved by the Board of Education, the positions will be handled as follows:
1. Selection - Department Chairpersons will be hired based on their academic and professional qualifications and other relevant factors as determined by the administration.
 2. Compensation for Department Chairpersons shall be part of Article XXVI and extra-curricular contract provisions will apply.
 3. The Board and the Association agree that Department Chairpersons will be appointed for a one-year basis only. They will be issued extra-curricular contracts which stipulate their compensation. The denial of an original or subsequent contract for the position of Department Chairperson shall not be deemed to be grievable through the provisions of the master contract.
 4. It is agreed that the supervisory aspects of these positions shall not increase to a level recognized by the Public Employment Relations Act (PERA) as a supervisor's position, and that the Department Chairpersons shall not be removed from the teacher bargaining unit.

ARTICLE XXIV

EDUCATION: PROGRAMS AND POLICIES

A. The Board recognizes the education profession's right and responsibility to insist that, relatively, children must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:

1. The teacher must be acting within this assigned area in accordance with approved courses of study.
2. The teacher must submit an outline in advance of its possible use to his/her immediate supervisor of any "controversial" subject matter in order that the supervisor has the opportunity to review and approve its use.
3. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.

While the teacher must be free to teach and live according to his/her conscience, so must his/her students and the public he/she serves. The teacher may not infringe upon the freedom of those he/she serves. Opinion should be stated as such and theory for what it is. Teachers shall not seek to proselytize political or religious views in the classroom.

B. The Board and the Association recognize a cooperative responsibility for developing an educational program relevant to a changing society. Nothing in this Agreement shall deny to the Board or teachers the right to participate in the

ARTICLE XXIV - EDUCATION: PROGRAMS AND POLICIES (Continued)

process leading to change in the education program. A teacher's participation in new or experimental programs which require departure from his/her normal methodology or require additional skills or knowledge shall only be required after the teacher is trained in the skills and knowledge necessary for his/her participation.

- C. No teacher shall be obligated or required to supervise a student teacher. Further, teachers in their first year of teaching shall not be assigned as supervisors. Student teachers shall be assigned only to supervising teachers who have demonstrated competence and teaching ability in previous teaching experience and who indicate that they wish to work with a student teacher. Any teacher who supervises a student teacher shall not be evaluated by his/her immediate supervisor on his/her handling of the student teacher.

- D. Teachers shall have access to Board policies and other administrative rules and regulations which will affect their working conditions. Such policies, rules and regulations shall be made available at each school building prior to and following the students' first day in school.

- E. A council composed of representative teachers shall meet with the Associate Superintendent for Instruction and coordinators to study and develop curriculum in the schools. New program proposals appropriate to the function of this council will be submitted to them for review, discussion, and possible recommendation.

ARTICLE XXIV - EDUCATION: PROGRAMS AND POLICIES (Continued)

F. The Board or its representatives and teachers in the Association shall meet to confer from time to time for the purpose of improving the selection and use of appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standardized tests and similar materials that are tools of the teaching profession which shall be provided by the Board. Further, an effort shall be continued to seek and use textbooks and supplementary reading materials which contain contributions of minority groups to the history, scientific and social development of the United States. The Board shall undertake to implement all joint decisions made and approved by its representatives and the teacher representatives of the Association. The Association shall have the right to express its concerns regarding textbook and material selection through P.S.C.

ARTICLE XXV
SHARED-TIME TEACHING

- A. Shared-time teaching shall be defined as two (2) teachers sharing one (1) teaching assignment for which they are both certified and qualified. Any teacher who wishes to participate in shared-time teaching shall do so on a voluntary basis.
- B. Those teachers interested in a shared-time teaching assignment will forward a written request to the Assistant Superintendent for Personnel and the building principal no later than March 1 of each school year. Said written request will include the following:
1. The assignment to be shared, including the proposed work schedule;
 2. Building assignment(s);
 3. Assignment coverage, including prep time, lunch (if applicable), staff meetings, parent-teacher conferences, in-service, etc.;
 4. Fringe benefit selections; and
 5. Other pertinent information.
- C. The teachers shall be notified of the Board's acceptance or rejection of their application by April 1. It is understood and agreed by the parties that the final decision concerning shared-time teaching requests is the sole prerogative of the Superintendent and his/her decision shall not be subject to the grievance procedure.

ARTICLE XXV - SHARED-TIME TEACHING (Continued)

D. Teachers participation in STT shall:

1. Accrue seniority in the same manner as a full-time teacher;
2. Advance on the salary schedule (if applicable) in the same manner as a full-time teacher;
3. Receive a pro rata share of the salary for their step and tract;
4. Receive pro rata of leave days granted to full-time teachers;
5. Be eligible for a dollar amount up to one-half (1/2) of the insurance premiums cited in Article XXVI and based upon each shared-time teacher's eligibility for said insurances. Shared-time teachers may select the insurance coverage appropriate to their needs, providing they are eligible for said insurances and cost thereof does not exceed one-half (1/2) of the total premiums. Shared-time teachers may select a combination of insurances which exceed the one-half (1/2) premium payment limitation by pre-paying the difference in cost over eligibility per Business Office procedure. Said insurances (medical, dental, life, LTD and optical) are subject to the terms, conditions and approval of the respective carriers.
6. Attend all staff and department meetings and participate in all open house and parent-teacher conferences which occur during their assignment. Other duties (i.e., bus duty, dances, games, etc.) will be divided as equally as possible between the shared-time teachers and in the same manner as full-time teachers.

E. STT applications and reapplications shall be made on an annual basis. Teachers who participate in Shared-Time Teaching and return to a full-time position shall

ARTICLE XXV - SHARED-TIME TEACHING (Continued)

return to full-time status for the subsequent school year consistent with their seniority and the provisions of Article XXI.

- F. Teachers currently on the recall list or those who have been notified of lay-off may participate in STT if there is no person with higher seniority who is certified and qualified to share the position and wishes to do so.

ARTICLE XXVI

FINANCIAL CONSIDERATIONS

- A. For the school years 1986-87, 1987-88, 1988-89, the professional salary schedule as attached under Appendix I shall be part of the Master Agreement.
- B. For the school years 1986-87, 1987-88, 1988-89, the extra-curricular activities salary schedule as attached under Appendix II shall be part of the Master Agreement.
- C. Beginning no later than January 1, 1987, the Board will pay the premiums, for those teachers who apply, for one of the two following options under the MESSA-PAK:

PLAN A

MESSA Super Med I with MESSA Care Rider

\$20,000 AD/D Life Insurance

Long Term Disability (66-2/3%, 365 day wait, \$2,500 maximum)

Delta Dental Insurance: 75/75/60: \$1,000 or
50/50/50: \$1,000

VSP-1 Vision Insurance

PLAN B (No medical coverage; for those not electing
Plan A)

\$40,000 AD/D Life Insurance

Long Term Disability (66-2/3%, 365 day wait, \$2,500 maximum)

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

PLAN B (Continued)

Delta Dental Insurance: 80/80/80: \$1,300 or
50/50/50: \$1,500

VSP-2 Vision Insurance

\$.50 co-pay prescription drug rider

\$10.00 per month tax deferred annuity (as allowed under law and this contract)

Double coverage under medical insurance is not intended and employees are not entitled to such coverage.

- D. Each year between May 1 and June 20 the Board will compare the cost of the MESSA-PAK to the comparable Blue Cross/Blue Shield MVF2 insurance package as detailed in the Insurance Benefits Letter of Understanding appended to this Agreement and an option plan comparable to Plan B of the MESSA-PAK. If the cost for the plan in the Insurance Benefits Letter of Understanding and a comparable option plan would be less than the MESSA-PAK plan, the Association may elect to either return to the plan as outlined in the Letter of Understanding plus a comparable option or to continue the MESSA-PAK with the teachers having the additional expense for the MESSA-PAK deducted from their wages. If the Association decides to change plans, such decision must be made by June 29 of each year or MESSA-PAK will be continued for the next school year. It is understood that it may take one or two months to change carriers and that teachers would remain under MESSA-PAK during the transition period. Comparability will be based on the actual number of teachers taking Plans A and B during each school year.

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

- E. The Board agrees to make deductions for the MEA, Valic, Washington National, Lincoln, and Equitable Life Tax-sheltered Annuity Programs.

- F. The Board shall recognize military experience towards increments on the salary schedule when such military experience has interrupted their teaching career with the Walled Lake Consolidated School District.

- G. Any teacher hired after July 1, 1986, with regular full year comparable public, private or college/university teaching experience after receipt of teacher certification will be given full experience credit on the appropriate step of the schedule. Experience credit may also be granted by the administration if so determined necessary by the administration. Any teacher at the Southwest Oakland Vocational Education Center will be given full salary schedule experience credit for the time spent in acquiring vocational authorization, licensure, or certification (not to exceed two (2) years) in a field of work directly related to the specific teaching assignment. Further, the work experience in a directly related area beyond the two (2) years required for vocational authorization, licensure, or certification will be credited on the salary schedule at the rate of one step for each two (2) years of experience. It is further agreed that this Section G shall not be subject to the grievance procedure including arbitration for those teachers hired prior to July 1, 1986.

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

H. In the event a teacher is assigned to teach regularly an additional class beyond the normal load, the compensation for this added responsibility will be figured on the following basis:

1. Junior High School - The teacher shall receive one-sixth (1/6) additional contractual salary for this responsibility.
2. Senior High School - The teacher shall receive one-fifth (1/5) additional contractual salary for this added responsibility.

This is predicated on the premise that the junior high school is functioning on a seven-period day and the senior high school on a six-period day. Such assignments shall be made only in emergency situations.

I. A system of terminal pay is established as follows; Any teacher who retires after fifteen (15) years of service to the Walled Lake Schools shall receive one hundred dollars (\$100) for each year of service to the district with the amount not to exceed twenty-five hundred dollars (\$2,500). Any teacher who becomes part of the Walled Lake Schools because of consolidation shall receive one hundred dollars (\$100) per year for each year of Walled Lake Experience providing that at the time of retirement, said teacher has accumulated a total of fifteen (15) or more years of service in both districts. The term "retires" is defined as when the teacher ceases employment with the school district and is eligible to draw retirement monies from the State School Retirement Fund.

When a full-time and permanent teacher elects early retirement and he/she has been employed by the Board for a minimum of ten (10) consecutive years and is in the following age range, the teacher, upon retiring, shall receive a one-time

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

paid early retirement supplement as set forth in the table below. The dollar amount of this supplement will be based on the teacher's actual age in years on the date the Board makes his/her early retirement effective.

<u>ACTUAL AGE AT RETIREMENT</u>	<u>EARLY RETIREMENT SUPPLEMENT</u>
Up to age 56	\$5,000
57	\$4,000
58	\$3,000
59	\$2,000
60	\$1,000

J. Members of the bargaining unit who teach summer school will receive a salary of \$15.36 per school hour for the 1986-87 school year, \$16.28 for 1987-88, and \$17.76 for the 1988-89 school year.

K. Teachers teaching driver education shall be paid as follows:

1. Classroom instruction shall be paid at the rate of \$15.36 for 1986-87 school year, \$16.28 for 1987-88, and \$17.26 for 1988-89.
2. All other related driver education instruction shall be paid according to the following schedule:
 - Step I - 0-250 hours of teaching driver education, \$11.99 per hour for 1986-87, \$12.71 for 87-88, and \$13.47 for 88-89.
 - Step II - 251-500 hours of teaching driver education, \$12.91 per hour for 1986-87, \$13.68 for 1987-88, and \$14.50 for 1988-89.
 - Step III - 501-750 hours of teaching driver education, \$13.82 per hour for 1986-87, \$14.65 for 1987-88, and \$15.53 for 1988-89.

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

Step IV - Over 750 hours of teaching driver education, \$14.80 per hour for 1986-87, \$15.69 for 1987-88, and \$16.63 for 1988-89. Past experience in teaching driver education shall be tabulated for placement on the above schedule. All driver education experience shall be accumulated for placement on above schedule.

L. When teachers are asked to use their conference periods substituting for another teacher, they shall be paid as follows:

1. High School - \$14.15 for 1986-87, \$15.00 for 1987-88, and \$15.90 for 1988-89.
2. Junior High - \$11.78 for 1986-87, \$12.49 for 1987-88, and \$13.24 for 1988-89.
3. Elementary -
 - a. 25 minute period - \$6.39 for 1986-87, \$6.77 for 1987-88, and \$7.18 for 1988-89.
 - b. 30 minute period - \$7.66 for 1986-87, \$8.12 for 1987-88, and \$8.61 for 1988-89.
 - c. 40 minute period - \$10.22 for 1986-87, \$10.83 for 1987-88, and \$11.48 for 1988-89.
 - d. 50 minute period - \$12.77 for 1986-87, \$13.54 for 1987-88, and \$14.35 for 1988-89.

M. Any counselor who is asked and agrees to work any day not included in the yearly work schedule shall be compensated. Said compensation shall be at the rate of the employee's contractual salary divided by the number of teacher days. The above shall not be construed to include the Saturday Testing Program, or to bind any employee to work on a day or days not agreed to in Article VII. If an employee agreed to work on the Saturday Testing Program, he/she will be

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

compensated at the rate of \$15.36 per testing hour for 1986-87, less the money received, if any, from honorariums and \$16.28 for 1987-88 and \$17.26 for 1988-89, less the money received, if any, from honorariums.

- N. The Board agrees to compensate department chairpersons in the senior highs as per the following formula:

FINANCIAL CONSIDERATIONS

<u>Number of Classes of Instruction</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
6-15 Sections	4%
16-30 Sections	7%
31-45 Sections	10%
46-75 Sections	One (1) hour of released time
Over 75 Sections	Two (2) hours of released time

Except that:

1. Counseling department chairpersons shall be reimbursed by computing each counselor as having five (5) teaching sections and applying the formula defined above.
2. Media center department chairpersons shall be reimbursed by computing media center specialist and librarian as having five (5) sections each and applying the above formula.

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

- O. The Board agrees to compensate department chairpersons in the junior highs as per the following formula:

<u>Number of Classes of Instruction</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
7-18 Sections	4%
19-36 Sections	7%
37-54 Sections	10%
55-90 Sections	One (1) hour of released time
Over 90 Sections	Two (2) hours of released time

- P. The Board agrees to compensated department chairpersons for the elementary itinerant programs as per the following formulas:

<u>Number of Teachers/Department</u>	<u>Percentage on Extra-Curricular Salary Schedule</u>
1-2	2%
3-4	4%
5-6	6%
7-9	8%
10-15	10%

- Q. The After-School Cable TV production manager will be paid for up to 100 hours a semester at \$15.36 per hours worked beyond the school day for the 1986-87 school year, \$16.28 for 1987-88, and \$17.26 for 1988-89.

- R. The board shall pay the premiums for a liability insurance policy which shall insure teachers for damages up to the amount of the district's policy coverage

ARTICLE XXVI - FINANCIAL CONSIDERATIONS (Continued)

for legal actions brought against teachers for a cause arising from circumstances occurring during the performance of the teacher's assigned duties. Further, the Board shall be relieved of the responsibility for the payment of liability judgments against a teacher found to be negligent or acting beyond the scope of his/her employment. The Board shall provide each teacher with a summary of the liability insurance program to include coverage and benefits.

- S. Beginning with the 1982-83 school year, upon resignation, retirement or termination, each teacher will be paid at the current substitute rate for fifty percent (50%) of their unused accumulated leave days.
- T. The Board shall distribute a fringe benefit form to each teacher which lists his/her Board-paid insurance coverages including family status (full family, etc.). Each teacher shall check this form for accuracy, make any changes and return it.
- U. All insurance coverage shall be subject to the rules and regulations of the carrier.
- V. Shared-time teachers are a definable group and are each eligible for a dollar amount up to one-half (1/2) of the insurance premiums of MESSA-PAK Plan A and based upon each shared-time teacher's eligibility for said insurance.

APPENDIX I
SALARY SCHEDULE
 1986-87

B.A.			M.A.		
<u>Step</u>	<u>1st Semester</u>	<u>2nd Semester</u>	<u>Step</u>	<u>1st Semester</u>	<u>2nd Semester</u>
1	\$17,553	\$18,080	1	\$18,933	\$19,501
1.5	\$18,065	\$18,607	1.5	\$19,535	\$10,121
2	\$18,576	\$19,133	2	\$20,140	\$20,744
2.5	\$19,119	\$19,693	2.5	\$20,782	\$21,405
3	\$19,658	\$20,248	3	\$21,426	\$22,069
3.5	\$20,231	\$20,838	3.5	\$22,109	\$22,772
4	\$20,805	\$21,429	4	\$22,793	\$23,477
4.5	\$21,410	\$22,052	4.5	\$23,143	\$23,837
5	\$22,015	\$22,675	5	\$24,249	\$24,976
5.5	\$22,656	\$23,336	5.5	\$25,023	\$25,774
6	\$23,298	\$23,997	6	\$25,797	\$26,571
6.5	\$23,978	\$24,697	6.5	\$26,620	\$27,419
7	\$24,656	\$25,396	7	\$27,443	\$28,266
7.5	\$25,373	\$26,134	7.5	\$28,320	\$29,170
8	\$26,093	\$26,876	8	\$29,196	\$30,072
8.5	\$26,852	\$27,658	8.5	\$30,127	\$31,031
9	\$27,612	\$28,440	9	\$31,059	\$31,991
9.5	\$28,416	\$29,268	9.5	\$32,050	\$33,012
10	\$29,220	\$30,097	10	\$33,042	\$34,033
10.5	\$30,070	\$30,972	10.5	\$34,099	\$35,122
11	\$31,642	\$32,591	11	\$35,973	\$37,052

APPENDIX I - SALARY SCHEDULE (Continued)

1986-87 (Continued)

M.A.+30			Ph.D		
<u>Step</u>	<u>1st Semester</u>	<u>2nd Semester</u>	<u>Step</u>	<u>1st Semester</u>	<u>2nd Semester</u>
1	\$19,679	\$20,269	1	\$20,050	\$20,652
1.5	\$20,312	\$20,921	1.5	\$20,701	\$21,322
2	\$20,946	\$21,574	2	\$21,350	\$21,991
2.5	\$21,621	\$22,270	2.5	\$22,040	\$22,701
3	\$22,296	\$22,965	3	\$22,730	\$23,412
3.5	\$23,015	\$23,705	3.5	\$23,465	\$24,169
4	\$23,733	\$24,445	4	\$24,201	\$24,927
4.5	\$24,497	\$25,232	4.5	\$24,986	\$25,736
5	\$25,261	\$26,019	5	\$25,769	\$26,542
5.5	\$26,074	\$26,856	5.5	\$26,605	\$27,403
6	\$26,889	\$27,696	6	\$27,439	\$28,262
6.5	\$27,756	\$28,589	6.5	\$28,326	\$29,176
7	\$28,622	\$29,481	7	\$29,214	\$30,090
7.5	\$29,543	\$30,429	7.5	\$30,160	\$31,065
8	\$30,465	\$31,379	8	\$31,104	\$32,037
8.5	\$31,449	\$32,392	8.5	\$32,111	\$33,074
9	\$32,429	\$33,402	9	\$33,118	\$34,112
9.5	\$33,475	\$34,479	9.5	\$34,191	\$35,217
10	\$34,518	\$35,554	10	\$35,263	\$36,321
10.5	\$35,631	\$36,700	10.5	\$36,401	\$37,493
11	\$37,598	\$38,726	11	\$38,415	\$39,567

The third schedule will apply for those who have one of the following:

- (a) Educational Specialist Degree
- (b) Second Masters' Degree
- (c) Masters' Degree plus 30 semester hours of additional graduate work.

1987-88

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>Ph.D</u> <u>Ed.D</u>
1	\$19,165	\$20,671	\$21,485	\$21,891
1.5	\$19,723	21,328	\$22,176	\$22,601
2	\$20,281	\$21,989	\$22,868	\$23,310
2.5	\$20,875	\$22,689	\$23,606	\$24,063
3	\$21,463	\$23,393	\$24,343	\$24,817
3.5	\$22,088	\$24,138	\$25,127	\$25,619
4	\$22,715	\$24,886	\$25,912	\$26,423
4.5	\$23,375	\$25,267	\$26,746	\$27,280
5	\$24,036	\$26,475	\$27,580	\$28,135
5.5	\$24,736	\$27,320	\$28,467	\$29,047
6	\$25,437	\$28,165	\$29,358	\$29,958
6.5	\$26,179	\$29,064	\$30,304	\$30,927
7	\$26,920	\$29,962	\$31,250	\$31,895
7.5	\$27,702	\$30,920	\$32,255	\$32,929
8	\$28,489	\$31,876	\$33,262	\$33,959
8.5	\$29,317	\$32,893	\$34,336	\$35,058
9	\$30,146	\$33,910	\$35,406	\$36,159
9.5	\$31,024	\$34,993	\$36,548	\$37,330
10	\$31,903	\$36,075	\$37,687	\$38,500
10.5	\$32,830	\$37,229	\$38,902	\$39,743
11	\$34,546	\$39,275	\$41,050	\$41,941

The third schedule will apply for those who have one of the following:

- (a) Educational Specialist Degree
- (b) Second Masters' Degree
- (c) Masters' Degree plus 30 semester hours of additional graduate work.

1988-89

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>Ph.D</u> <u>Ed.D</u>
1	\$20,315	\$21,911	\$22,774	\$23,204
1.5	\$20,906	\$22,608	\$23,507	\$23,957
2	\$21,498	\$23,308	\$24,240	\$24,709
2.5	\$22,128	\$24,050	\$25,022	\$25,507
3	\$22,751	\$24,797	\$25,804	\$26,306
3.5	\$23,413	\$25,586	\$26,635	\$27,156
4	\$24,078	\$26,379	\$27,467	\$28,008
4.5	\$24,778	\$26,783	\$28,351	\$29,489
5	\$25,478	\$28,064	\$29,235	\$29,823
5.5	\$26,220	\$28,959	\$30,175	\$30,790
6	\$26,963	\$29,855	\$31,119	\$31,755
6.5	\$27,750	\$30,808	\$32,122	\$32,783
7	\$28,535	\$31,760	\$33,125	\$33,809
7.5	\$29,364	\$32,775	\$34,190	\$34,905
8	\$30,198	\$33,789	\$35,258	\$35,997
8.5	\$31,076	\$34,867	\$36,396	\$37,161
9	\$31,955	\$35,945	\$37,530	\$38,329
9.5	\$32,885	\$37,093	\$38,741	\$39,570
10	\$33,817	\$38,240	\$39,948	\$40,810
10.5	\$34,800	\$39,463	\$41,236	\$42,128
11	\$36,619	\$41,632	\$43,513	\$44,457

The third schedule will apply for those who have one of the following:

- (a) Educational Specialist Degree
- (b) Second Masters' Degree
- (c) Masters' Degree plus 30 semester hours of additional work.

APPENDIX II

EXTRA-CURRICULAR SALARY SCHEDULE

1986-1987

Step	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
1	181	362	542	723	904	1085	1266	1446	1627	1808	1989	2170
2	191	383	574	765	957	1148	1339	1531	1722	1913	2105	2296
3	202	405	607	810	1012	1215	1417	1620	1822	2025	2227	2430
4	214	429	643	857	1071	1286	1500	1714	1929	2143	2357	2571
5	227	454	680	907	1134	1361	1587	1814	2041	2268	2494	2721
6	240	480	720	960	1200	1440	1680	1920	2160	2400	2640	2880
7	254	508	762	1016	1270	1524	1778	2032	2286	2540	2794	3048
8	269	538	806	1075	1344	1613	1881	2150	2419	2688	2956	3225

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

1987-1988

Step	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
1	192	383	575	767	958	1150	1342	1533	1724	1917	2108	2300
2	203	406	608	811	1014	1217	1420	1622	1825	2028	2231	2434
3	215	429	644	859	1073	1288	1502	1717	1932	2146	2361	2576
4	227	454	681	909	1136	1363	1590	1817	2044	2272	2499	2726
5	240	481	721	961	1202	1442	1683	1923	2163	2407	2644	2884
6	254	509	763	1017	1272	1526	1781	2035	2289	2544	2799	3052
7	269	538	808	1077	1346	1615	1884	2154	2423	2692	2961	3230
8	285	570	855	1140	1424	1709	1994	2279	2564	2849	3134	3419

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

1988-1989

Step	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
1	203	406	609	813	1016	1219	1422	1625	1828	2036	2235	2438
2	215	430	645	860	1075	1290	1505	1720	1935	2150	2365	2580
3	228	455	683	910	1138	1354	1593	1820	2048	2275	2503	2730
4	241	482	722	963	1204	1445	1685	1926	2167	2408	2649	2889
5	255	510	764	1019	1274	1529	1783	2038	2293	2549	2803	3057
6	270	539	809	1079	1348	1618	1887	2157	2427	2696	2966	3236
7	285	571	856	1141	1427	1712	1997	2283	2568	2854	3139	3424
8	302	604	906	1208	1510	1812	2114	2416	2718	3020	3322	3624

All extra-curricular compensation will be paid on extra-curricular contract and shall not be deemed as part of the teachers' professional salary compensation. Said compensation is paid for services which are beyond the normal school day.

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

1. Compensation on this schedule is based on the number of years of experience in the activity and the percentage is based on the first through eighth step of the BA schedule in Appendix I.
2. All new extra-curricular hirees shall receive unlimited credit for previous experience in that activity in or out of the district, subject to the following:
 - (a) Experience credit granted shall be for activities which are recognized and approved as part of a school program.
 - (b) The new hiree applying for experience may be requested by the Board to verify the claim for experience.
3. In the event an assistant coach is moved up to a head coaching position, he/she shall receive credit for one-half (1/2) of his/her experience on the salary schedule.
4. All persons hired for an extra-curricular assignment will be informed in writing prior to the start of their duties at what experience level they will be paid providing the conditions in 2 above have been met.
5. Persons in extra-curricular assignments are denied tenure in position for these assignments.

The following activities and percentages shall be considered as part of the extra-curricular salary agreement:

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

BOYS' INTERSCHOOL ATHLETICS (HIGH SCHOOL)

<u>FOOTBALL</u>		
(2)	Head Coaches	12%
(12)	Assistants	8%
<u>BASKETBALL</u>		
(2)	Head Coaches	12%
(4)	Assistants	8%
<u>WRESTLING</u>		
(2)	Head Coaches	12%
(4)	Assistants	8%
<u>SKIING</u>		
(2)	Coaches	6%
<u>TRACK</u>		
(2)	Head Coaches	8%
(4)	Assistants	6%
<u>BASEBALL</u>		
(2)	Head Coaches	8%
(4)	Assistants	6%
<u>TENNIS</u>		
(2)	Head Coaches	8%
(2)	Assistants	6%
<u>SWIMMING</u>		
(2)	Coaches	8%
(1)	Diving Coach	6%
<u>GOLF</u>		
(2)	Coaches	6%
<u>CROSS COUNTRY</u>		
(2)	Coaches	7%
<u>SOCCER</u>		
(2)	Head Coaches	8%
<u>FOOTBALL</u>		
(2)	Head Coaches	7%
*(4)	Assistants	6%

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

BOYS' INTERSCHOOL ATHLETICS (JUNIOR HIGH) (Continued)

BASKETBALL
(4) Coaches 6%

WRESTLING
(2) Head Coaches 7%
(2) Assistants 6%

TRACK
(2) Head Coaches 6%
(2) Assistants 5%

SOCCER
(2) Head Coaches 6%

ACTIVITY ORGANIZATIONS
Allowance of 16% maximum for each secondary school for the building activity program.

VOCATIONAL COORDINATORS

(6) High School Coordinators 4%
(2) Distributive Education
(1) Food Service
(1) Office Occupations
(1) Nurse's Aide
(1) Trade and Industry
(1) Child Development

CHEERLEADING COACHES

(6) High School: 3 squads/bldg. 18% /Bldg.
(2) Junior High School 6%

GIRLS' INTERSCHOOL ATHLETICS (HIGH SCHOOL)

TENNIS
(2) Head Coaches 8%
(2) Assistants 6%

BASKETBALL
(2) Varsity Coaches 12%
(4) Assistants 8%

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

GIRLS' INTERSCHOOL ATHLETICS (HIGH SCHOOL) (Continued)

<u>CROSS COUNTRY</u>		
(2)	Head Coaches	7%
<u>SOFTBALL</u>		
(2)	Head Coaches	8%
(4)	Assistants	6%
<u>TRACK AND FIELD</u>		
(2)	Head Coaches	8%
(4)	Assistants	6%
<u>SWIMMING</u>		
(2)	Head Coaches	8%
(1)	Diving Coach	6%
<u>GYMNASTICS</u>		
(2)	Head Coaches	8%
<u>VOLLEYBALL</u>		
(2)	Head Coaches	12%
(4)	Assistants	8%
<u>SOCCER</u>		
(2)	Coaches	8%

GIRLS' INTERSCHOOL ATHLETICS (JUNIOR HIGH)

<u>TRACK AND FIELD</u>		
(2)	Head Coaches	6%
(2)	Assistants	5%
<u>BASKETBALL</u>		
(4)	Head Coaches	6%
<u>VOLLEYBALL</u>		
(4)	Head Coaches	5%
<u>SOCCER</u>		
(2)	Head Coaches	6%
<u>CO-ED CROSS COUNTRY</u>		
(2)	Head Coaches	5%

APPENDIX II - EXTRA-CURRICULAR SALARY SCHEDULE (Continued)

MUSIC

(2) High School Instrumental Music	5%
(2) Marching Band	5%
(2) High School Vocal Music	5%
(2) Junior High School Instrumental	4%
(2) Junior High Vocal Music	4%

MISCELLANEOUS

(2) Junior High Play Director	4%	/School/Year
High School Drama/Musical Producers	15%	/Building per school year with no more than 5% for any one production.
(2) High School Forensics	10%	
(2) Senior Class Sponsors	5%	
(2) Junior Class Sponsors	2%	
(2) Sophomore Class Sponsors	1%	
(2) Freshman Class Sponsors	1%	
(30) Camping Program	2%	(for four nights)
	1.6%	(for three nights)

Positions listed in Appendix II, the Extra-Curricular Salary Schedule, are subject to cancellation at any time if there are too few participants or minimum criteria established by the Board for the functioning of an activity or sport are not met. Further, sports or activities in Appendix II may also be cancelled by the Board for financial reasons. If an activity or sport or a position is cancelled after it has commenced, sponsors, coaches, or others paid under the Extra-Curricular Schedule shall have their contracts prorated and paid to date within thirty (30) days from the date of cancellation. This provision is subject to the procedures in Article III, Section B.

DURATION OF AGREEMENT

This Master Agreement is effective as of August 29, 1986, through August 31, 1989. Either party may give notice prior to May 1, 1989, that they wish to begin negotiations on a successor agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to in writing by both parties.

WALLED LAKE EDUCATION ASSOCIATION

By Paul F. Haller
President - Walled Lake
Education Association

By Linda Binowen
Secretary - Walled Lake
Education Association

WALLED LAKE BOARD OF EDUCATION

By Cynthia H. Cameron
President - Board of
Education

By Robert J. Gallagher
Secretary - Board of
Education

INSURANCE BENEFITS LETTER OF UNDERSTANDING

It is understood and agreed that the following insurance benefits will be in effect until implementation of the MESSA-PAK Plans A and B.

The coverage included in this Letter of Understanding will serve as the comparable coverage to be reviewed each year as required under Article XXIII, C.

The Board will make available two (2) medical and hospital programs:

1. Blue Cross/Blue Shield - MVP-2 plan with Master Medical and option 4, with drug rider - \$2.00 co-pay.
2. Michigan Education Special Services Association Insurance Program - Super Med II.

Any teacher subscribing to either one of the above two programs shall have the Board pay an amount not greater than the semi-private rate for the Blue Cross/Blue Shield coverage as provided in program 1 above towards the purchase of either of these two programs. This program is only for the purchase of medical and hospital insurance, and the Board shall not assume any financial responsibility for income protection or additional life insurance coverage beyond that stipulated in B and D below, which is elected by any teacher. Double coverage under a negotiated benefit plan is not intended and employees are not entitled to such double coverage.

INSURANCE BENEFITS LETTER OF UNDERSTANDING (Continued)

The Board shall purchase and pay the premiums for \$20,000 life insurance, with an additional \$20,000 accidental death benefit, for every member of the bargaining unit, excluding permanent substitutes.

The Board shall provide, at no cost to the teacher, the Delta Dental Plan of Michigan 75/75/60 or 50/50/50.

The Board shall provide, at no extra cost to the teacher, a Long-Term Disability Plan with the following benefits:

- | | |
|-------------------------------------|-------------------|
| 3. Benefit Percentage: | 66-2/3% |
| 4. Maximum Monthly Income Benefit: | \$1,200 |
| 5. Maximum Eligible Monthly Salary: | \$2,000 |
| 6. Qualifying Period: | 365 Calendar Days |

Employees who qualify and are placed on long-term disability leave may continue their health insurance benefits by prepaying quarterly the normal per subscriber group rate premium for such benefits to the Board. The Board is not responsible for the payment of fringe benefit premiums while an employee is on a long-term disability leave.

Effective with the 1982-83 school year, the Board shall provide, at no cost to the teachers, MESSA Vision Plan I.

TRANSITIONAL 1ST GRADE - LETTER OF UNDERSTANDING

Expires - June 30, 1987

The parties agree to create a joint committee no later than September 30, 1986, composed of an equal number of teachers to be appointed by the Association and administrators to be appointed by the administration, to study the transitional first grade program in the Walled Lake Schools. The committee's charge shall include, but not be limited to: (1) eligibility for the program, (2) testing for the program, (3) class composition, and (4) student placement. The committee will report its recommendations to the parties by May 1, 1987.



