

PROFESSIONAL AGREEMENT

Between the

TRENTON PUBLIC SCHOOLS

and the

WAYNE COUNTY – MEA/NEA (TRENTON)

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AGREEMENT

between the

TRENTON BOARD OF EDUCATION

and the

WAYNE COUNTY - MEA/NEA (TRENTON)

THIS AGREEMENT entered into this 23rd day of April 2007 by and between the Board of Education of the Trenton Public Schools, Wayne County, Michigan hereinafter called the "Employer" and the WAYNE COUNTY – MEA (Trenton), hereinafter called "WC-MEA/NEA" or "Union"

PREAMBLE

WHEREAS, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district: and

WHEREAS, the Employer recognizes that teaching is a profession; and

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective negotiations agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees; and

WHEREAS, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and of the Union concerning such matters; and

WHEREAS, the Employer and the Union desire to incorporate such understanding into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the Trenton Public Schools System, the students attending the school therein, and the employees represented by the Union.

NOW, THEREFORE, in consideration of the following mutual covenants, the Union and the Employer hereby agree as follows:

ARTICLE I

Recognition

- A. The Employer hereby recognizes the Wayne County-MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, with respect to wages, hours and other conditions of employment for all professional, probationary and tenure personnel who are certified for instruction on either a full-time or part-time basis as defined in this Agreement with the persons holding the following positions excluded therefrom:

Superintendent
Associate Superintendent
Assistant Superintendent
Director of Human Resources
Director of Curriculum
Business Manager
Building Principals
Assistant Building Principals
Director of Athletics
Director of Community Education
Director of Special Education
Supervisor of the Hearing Impaired Program
Supervisor of Accounting
Audiologist
Elementary Curriculum Specialist
Department Heads
School Physician
Psychologists
Administrative Interns
School Nurse
Substitute Employees
Social Workers
District Technology Coordinator
Computer Technician

- B. The term of office for the position of Administrative Intern shall be specified when the position is posted. During this term, the Administrative Intern shall be excluded from the bargaining unit.

ARTICLE II

Membership, Fees, and Payroll Deduction

- A. From the date of ratification and during the remainder of the term of this contract, all employees as a condition of continued employment shall:
1. Execute assignments authorizing deduction of membership dues and assessments of the Union (including the National Education Association, the Michigan Education Association, and the Local Association) from said employees' salaries; or
 2. Execute assignments authorizing deduction of a nonmember service fee equivalent to the dues of the Union (including the National Education Association, the Michigan Education Association, and the Local Association) from said employees' salaries; or
 3. Pay said membership dues and assessments or nonmember service fee directly to the Local Association in accordance with the Constitution and By-Laws of the Local Association, and the WC/MEA/NEA.
- B. Said assignments shall be executed by the individual employee and will provide that said authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any given year.
- C. Said assignments shall be delivered by the individual employee to the Local Association on or before September 20 of each year or within twenty (20) days of the beginning of an employee's employment.
- D. Said assignments shall be delivered by the Local Association to the Employer or its designated Central Office representative on or before October 1 of each year or within thirty (30) days of the beginning of an employee's employment.
- E. Said assignment deductions pursuant to the provisions of Paragraph A (1) and Paragraph A (2) above shall be deducted from the regular salaries of all employees as follows. Deductions (and any changes thereto) will begin from an employee's salary on the first payday of the teacher work year which is no sooner than ten (10) days after the Local Association Treasurer delivers to the School District the total amount to be deducted for that employee. These deductions will continue to be made through the 21st payday of the teacher work year, which the parties recognize normally occurs in the month of June. At the teacher's option, a PAC contribution may be made in one (1) installment. Monies so deducted shall be remitted as soon as practicable to the Local Association Treasurer after each installment deduction.

ARTICLE II, Membership, Fees, and Payroll Deductions (continued)

- F. In the event membership dues and assessments and/or the nonmember service fee shall not be paid, the Employer, upon receiving a signed statement from the Union indicating the employee has failed to comply with this condition, and has either refused to follow the internal appellate procedures of the Union, or has failed to comply with the final decision rendered in said appellate procedure, shall immediately notify said employee his/her services shall be discontinued at the end of the school year and forward a copy of said notification to the Local Association within ten (10) days. The Union agrees to save and hold harmless the Employer from any and all liability and expense whatsoever in the termination of any employee's services pursuant to the provisions of this paragraph, provided that the Union has the right to select the attorney representing the Employer, and that the Union shall have the right to settle all monetary claims which may result from enforcement of this paragraph. The Board reserves the right at its expense to counsel with the school attorney on the proceedings and on any proposed settlements.
- G. It is specifically understood the nonmember service fee assignments and membership dues and assessment assignments are separate entities and that the illegality of any agency shop provision relative to nonmember service fees shall have no effect upon the membership assignments or the membership dues and assessments for members of the Local Association.
- H. The Employer agrees to provide payroll services for direct deposit, annuities, hospitalization, membership dues, PAC, and United Way deductions. Direct deposit must be for the teacher's entire net pay, and must be transmitted to a checking or savings account in a banking institution that is able to receive wire transfers.
- I. The Administrative Intern shall not be subject to Union dues or fees during the term of internship.
- J. The Employer and the Union recognize that the language of the Agency Shop provisions of this Article are adopted from Act #379 of the Public Act of 1965, and that neither party waives any rights whatsoever to pursue the interpretation of the Public Act in the State Courts.

ARTICLE III

Negotiations Procedures

- A. In the year of termination of this Agreement, either party may submit a letter indicating a desire to arrange a meeting for purposes of discussing negotiations. Such a meeting shall be arranged for a mutually satisfactory time and place and shall be held no later than 60 days in advance of the termination date.

- B. In any negotiation, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE IV

Minimal Professional Qualifications

- A. New employees employed by the Board of Education for a regular teaching assignment will hold a bachelor's degree from a college or university, and a provisional, permanent, life, professional or continuing certificate from the State of Michigan, except as noted in Paragraph B.
- B. The employment of employees by the Board of Education by individual contract based on special permits is to be condoned only in cases of emergency or where the teacher has outstanding credentials.
- C. Excluded from this article are those employees for whom special permits are being processed while they are awaiting full certification from the State of Michigan, or teachers of vocational subjects who possess a vocational certificate or permit.
- D. The responsibility for being certified to teach in the Trenton Public Schools, State of Michigan, rests solely with the individual employee. The Employer will continue its present practice of informing the employees of this responsibility and the manner in which it may be fulfilled.
- E. The employee recognizes his/her responsibility to the educational process for children. In order to maximize the development of learned skills on the part of the student the teacher will maintain his/her level of knowledgeable expertise in his/her respective teaching area.

ARTICLE V

Management Rights

- A. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Employer, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE VI

Academic Freedom

- A. The Employer respects the academic freedom inherent in the teaching profession, and to that end, employees have the right to use learning materials and to structure learning activities within the approved curriculum policies of the Board of Education.

ARTICLE VII

Teachers' Rights

- A. An employee shall be entitled to all rights he/she may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, the laws of the State of Michigan and the United States, the Constitutions of Michigan and the United States and other applicable rules and regulations.
- B. Employees shall have the right to rely on the Employer's maintaining reasonable programs for the prevention of and correction of hazardous conditions that may occur in the schools in order to protect the health, welfare, and safety of employees.
- C. An employee shall at all times be entitled to request the building association representative or a member of the Local Association employed by the Board of Education to be present when he/she is being reprimanded, warned, or disciplined or as specified elsewhere in this agreement. When an employee is being reprimanded, warned or disciplined, the request for a representative may not be denied or discouraged by the administrator.

At no time shall an administrator conduct a conference with an employee, the results of which shall be a letter of reprimand, warning, or disciplinary action which will be filed in said employee's personnel file without first informing said employee in writing, when possible, of the nature of the conference and allowing said employee the right to request the building representative or a member of the Local Association, employed by the Board of Education, to be present at the conference. Except in unusual circumstances the administrator will inform the employee in writing at least one day prior to the conference.

- D. An employee has the right to refuse to contribute time and/or work which would constitute a deviation from the regular hours of the work day or which would not be considered part of the employee's duties.
- E. The employee shall be entitled to full rights of citizenship. Employees shall be protected by the Employer in the exercise of said rights to be free from and without fear of discrimination or discipline in their professional employment with the Employer. The Employer agrees to continue its policies of encouraging respect for the private and personal life of employees.
- F. The Employer and the Union agree that there shall be no reprisals of any kind as a result of the negotiations of this Agreement and the activities connected therewith.
- G. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.

ARTICLE VIII

Vacancies, Promotion, and Transfers

- A. Since the quality of education is determined by the capability of the teaching staff, the Employer is pledged to seek the most competent persons, utilizing all courses for whatever positions may exist.
- B. A promotion is an upward change in positions covered by this Professional Agreement, which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions and vacancies are not meant to include the taking on of additional duties in connection with extra-curricular or extra duty activities.
- C. A vacancy shall be defined as a current or new teaching assignment that the Employer will fill. Whenever a vacancy in a professional position in the District shall occur (except for positions resulting from lay-off as outlined in Article X), the Employer shall post the vacancy by giving written notice of such vacancy to the Association, providing for a proper posting in every school building, and posting the vacancy on the School District's web site (if available). When an opening occurs during the summer, the Employer shall publicize the same by giving written notice of such vacancy to the Association, posting the vacancy on the School District's web site (if available), and informing the District Director of the such vacancy in writing or by electronic notice. No vacancy shall be filled, except on a temporary basis, until such vacancy shall be posted for ten (10) work days.

The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. The Employer may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.

Part-time teachers shall be considered for full-time positions for which they are certified, qualified, and have requested.

The District Director of the Local Association shall be advised in writing of the official appointment filling the vacancy immediately after such appointment has been confirmed.

- D. Notwithstanding the provisions of Section C., in the event that a position covered by this Professional Agreement could be filled by a teacher on lay-off who is qualified and certified to fill said position, posting of the position shall not be required. Should there be no teacher on lay-off who is qualified and certified for said position, the position will then be posted in compliance with Section C.
- E. Any employee may apply for such vacancy. In filling such vacancy, the Employer agrees to give due weight to the professional background, training, and attainment of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The intent of the school district is to fill vacancies for positions covered by this Professional Agreement from within its staff whenever candidates from within the system meet the criteria established by the Board. If an employee denied a transfer inquires of an appropriate administrator the reasons for denial, said employee shall receive such reasons.

ARTICLE VIII, Vacancies, Promotion, and Transfers (continued)

- F. The parties agree that unrequested transfers of teachers from one building to another, one subject to another, or one grade to another are the prerogative of the Employer but are to be minimized and avoided whenever possible. When it appears to the Board or an Administrator that an unrequested transfer will be made, an informal conference between the School District and the Association will be convened after student dismissal time for the purpose of considering alternatives to the unrequested transfer. If the alternatives are not acceptable to the School District, the unrequested transfer will be made. When the Board or an Administrator decides that a transfer is to be made, the affected teacher(s) will be notified as soon as possible in an informal conference by an appropriate administrator after student dismissal time.

- G. Prior to April 15th of each year, teachers may request transfers from one building, grade or subject area to another for the ensuing school year. All requests for the transfers will be in writing, and the School District will consider the written request, provided that the request is received in the Office of the Director of Human Resources no later than April 15th. Upon request, the District Director may review all transfer requests.

ARTICLE IX

Emergency Closing of Schools

- A. It shall be the responsibility of the school district to determine when it is necessary to close school. Every effort will be made to communicate announcements of emergency school closing to appropriate radio stations as early in the morning as possible. Stations WJR and WWJ will be given first priority. When the schools are closed to students, due to the above conditions, employees shall not be required to report for duty.
- B. In order to meet student instruction requirements for receipt of the foundation grant, scheduled student instruction days/hours that are canceled due to inclement weather or other conditions which make it necessary to cancel student instruction will be rescheduled for another day.

The student instruction days/time to be rescheduled will be rescheduled as one-half (1/2) instruction days unless more time is needed to meet the yearly hours of required instruction. The days/hours shall be rescheduled first on scheduled records days, if available. Otherwise, the canceled student instruction day/hours will be rescheduled by the addition of one weekday date of student instruction for each canceled student instruction day to be rescheduled following the last scheduled day of school. The Employer and Union may consult and mutually agree to vary from the rescheduling arrangements set forth herein.

Rescheduled student instruction days/hours worked pursuant to this provision shall be worked by teachers without additional compensation beyond their annual scheduled salaries for the school year, unless the rescheduled day is one that is rescheduled because of insufficient attendance of students on a previous student instruction day.

- C. In the event that during this agreement it becomes lawful to reduce or eliminate the rescheduling of any or all of the canceled student instruction days without affecting the foundation grant, only those canceled student instruction days necessary for the foundation grant will be rescheduled as required to ensure receipt of the foundation grant.

ARTICLE X

Reduction in Personnel

- A. When the School District has conditions that warrant a reduction of staff, the Employer shall determine the number of positions to be eliminated. A teacher to be laid off shall be notified of the layoff no later than December 15th for a layoff occurring at the end of the first semester, and no later than May 1st for a layoff occurring at the end of the second semester. The layoff shall be effective at the conclusion of the last teacher duty day of the applicable semester. Notification of layoff shall be by certified mail, with notification being complete upon mailing. The Board shall also provide one (1) copy of such notices, along with a list of the actual teachers to be laid off, to the District Director on the same date as the notices are sent to teachers.
- B. The Board agrees that the order of reduction shall be:
1. Nontenure teachers assigned to a position which an employed teacher shall fill who has greater seniority with the District and has qualifications for placement in that position as determined by a valid State teaching certificate (certificates) or license (licenses) currently held by the teacher with the District and accredited by the North Central Association of Schools and Colleges (1990). It is understood that teachers exempted from the North Central Accreditation requirements shall acquire such and be reimbursed for such in accordance with Paragraph C of this article.
 2. Tenure teachers assigned to a position which an employed tenure teacher shall fill who has greater seniority with the District and has qualifications for placement in that position as determined by a valid State teaching certificate (certificates) or license (licenses) currently held by the teacher with the District and accredited by the North Central Association of Schools and Colleges (1990). It is understood that teachers exempted from the North Central Accreditation requirements shall acquire such and be reimbursed for such in accordance with Paragraph C of this article.

In implementing the foregoing provisions, the parties will meet.

- C. The Board agrees that teachers who have been laid off shall be recalled in order of seniority, with the most senior being recalled first, to the first vacancy in the Trenton Public Schools for which the teacher has the qualifications, certification, and is accredited by the then- applicable standards of the North Central Association of Schools and Colleges for placement in the position. Qualifications and certification shall be determined by a valid State teaching certificate (certificate) or license (licenses) held by the teacher, along with all qualification requirements of any applicable law (including but not limited to the provisions and requirements of No Child Left Behind) subject to the following additional requisite: For any teaching position, the teacher shall have accreditation by the North Central Association of Schools and Colleges. The accreditation qualifications for teaching at the middle and elementary school shall not apply to a teacher that has been employed by the District as of September 15, 1991, provided, said teacher becomes accredited for the teaching position within two years of assignment. Failure to complete work for accreditation within two (2) years may result in termination. The Employer agrees to reimburse the teacher the cost of tuition and fees for the successful completion of only those courses required to achieve the necessary NCA accreditation

ARTICLE X, Reduction in Personnel (continued)

D. For the purpose of this contract, seniority shall be defined as the total length of service beginning at the Board approved date of hire in the Trenton Public Schools providing said service was in a professional capacity (teaching or administrative) under the professional agreement, or appointed by the Board of Education for an annual salary and providing further that at the same time of said service the professional employee possesses a teaching certificate recognized by the State of Michigan. Seniority under this contract shall continue to accumulate for those administrators and department heads who are currently listed on the seniority list, with the exception that the Superintendent shall not be eligible for such seniority. All administrators and department heads shall have their seniority ranking adjusted so that the administrator or department head is placed at the bottom of all those teachers of comparable status. For those members of the bargaining unit who are appointed to a position as an administrator or department head after the ratification of this agreement by both parties [April 23, 2007], such a person shall have his or her seniority under this contract frozen at the time of his or her appointment to a position as an administrator or department head. Any person hired as an administrator or department head after the ratification of this Agreement by both parties [April 23, 2007], and who at that time, is not a member of this bargaining unit, shall not accumulate seniority under this Professional Agreement. The teacher seniority list and the highly qualified teacher verification list shall be updated annually by October 31st by the Employer and the Association. The seniority list shall include:

1. Rank Order
2. Name
3. Building Assignment
4. Board-Approved Date of Hire
5. Certification
6. Years of Service

Errors and/or omissions on the seniority list and/or the highly qualified teacher verification list shall not be subject to the grievance procedure. However, if errors and/or omissions are subsequently discovered on either or both of these lists, and acknowledged by both the Employer and the Association, they shall be corrected as soon as possible.

- E. A teacher's seniority shall continue to accumulate when on sabbatical, child care, health, military, and study leaves granted by the Board of Education. However, a teacher returning from a granted leave mentioned above shall have seniority ranking adjusted so that the teacher is placed at the bottom of all those teachers of comparable status.
- F. In the circumstances of more than one individual teacher beginning employment, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. The Association shall be notified in writing of the date, place, and time of the drawing.
- G. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to lay-off. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective day of lay-off.

ARTICLE X, Reduction in Personnel (continued)

- H. A laid-off teacher shall be considered laid-off until reinstated in the District. After the effective date of termination, the period of lay-off will not exceed five (5) years for the tenured teacher and three (3) years for the probationary teacher. If a teacher refuses an offer from the Board of a position for which the teacher is qualified, or fails to respond within ten (10) days of its receipt, to a written offer of a position made by the Board, this shall result in termination of the laid-off teacher.
- I. Notwithstanding the provisions of Section H, teachers who have been laid off from full-time positions will not lose their rights to future recall if they refuse to accept a position which is less than full-time or less than one semester in duration. The teacher shall be required to inform the Board of such refusal within ten (10) days of receipt of the offer of the position.
- J. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent certified mail to the teacher's last known address.
- K. An administrator may voluntarily enter/return to the bargaining unit provided it does not cause the involuntary transfer or layoff of another member of the bargaining unit.

ARTICLE XI

Teacher Evaluation

- A. Evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The Board agrees to continue the policy of using no mechanical and/or electronic devices without prior written approval of the teacher.
- B. The Board agrees that in the evaluation process, its administrative staff will include the following:
1. After each observation, the evaluator and the teacher will have a personal conference.
 2. The teacher will be given a copy of the evaluation signed by the evaluator.
 3. In the event a teacher disagrees with the evaluation, the teacher may make written request to the evaluator for another observation to be completed within a thirty-day period, and/or make written response which shall also be included in the personnel file with the above evaluation.
 4. The evaluation process for probationary teachers will include a minimum of two evaluations during the school year. The evaluator will give advance notice of no less than twenty-four hours and no more than ninety-six hours prior to the first observation. Tenure teachers, upon their request, or at the discretion of the administration, shall be observed for evaluation.
 5. A teacher may request of the administrative staff one observation to be made by a second administrator.
 6. The Board agrees that the concept of evaluation is to help teachers improve instruction and to that end will attempt to identify problem areas and provide assistance in improvement.
- C. Each teacher shall have the right by appointment to examine the contents of his/her own personnel file relating to evaluation reports of the Trenton School District, commendations, and copies of correspondence related to the teacher and initiated by the school district after employment. Privileged information such as confidential credentials, reports and related personnel references normally sought at the time of employment are specifically exempted from examination. The examination shall be made in the presence of the administrator responsible for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this examination, the teacher may be accompanied by a representative delegated by the Association, provided the teacher gives his written consent to the third party's presence to the administrator.

ARTICLE XI, Teacher Evaluation (continued)

The material examined may be copied by the teacher. If the teacher requests electronic copies of the material, he/she shall pay a reasonable cost as determined by the Business Manager.

- D. Commendation of an employee's competency or performance in the education field from within or without the school system, whether as individuals, departments, or total staff, are appropriate materials for inclusion in the employee's personnel file. The employee shall have the sole responsibility to present said materials to the Office of the Director of Human Resources for inclusion in the employee's file.

- E. Whenever a teacher has a conference (Paragraph B., 1, above) with an administrator, the results of which are a reprimand, warning, or disciplinary action, for any infraction of discipline or delinquency in professional performance, the findings and decisions of the administrator shall be reduced to writing, filed in the teacher's personnel file and a copy thereof given to the teacher, provided, however, that the teacher may reply in writing within thirty (30) calendar days from receipt of the decision to said reprimand, warning, or disciplinary action, and such reply shall be filed in the teacher's personnel file. The evaluation reports referred to in Paragraph B above shall remain in the teacher's personnel file and shall be specifically exempted from the grievance procedure; provided however, that in the event such reports are used as a basis for any discipline or discharge of an employee, then the issue of whether such reports are arbitrary or capricious shall be considered within the grievance procedure.

ARTICLE XII

Grievance Procedure

A. Definition

A claim or complaint by the Union or an employee within the unit for which the Union acts as exclusive bargaining representative which involves the interpretation, meaning, or application of any of the provisions of this agreement. A claim or complaint based on the interpretation, meaning, or application of any of the provisions of this agreement as it relates to all or part of the membership of the bargaining unit shall be filed by the Union and shall commence at Step III of the grievance procedure, provided however, on any claim or complaint that specifically relates to an individual teacher's compensation, assignment, hours of employment, and/or working conditions, the time limitations of the grievance procedure shall be tolled until said teacher shall have completed Step I of the grievance procedure.

B. Step I

When an employee(s) becomes aware of a grievance, said employee(s) shall meet with the building administrator in an informal conference. An employee may be accompanied by a building representative at the informal conference. If an informal conference fails to resolve the problem, the grievant(s) may file a formal grievance.

C. Step II

The grievance shall be reduced to writing, signed, and presented in person to the building administrator. The building administrator will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within five (5) work days, with a copy thereof to the Union. An employee may be accompanied by the building association representative or a member of the Local Association employed by the Employer, if the employee so desires, to present the formal grievance. If an employee does not file a grievance in writing with the building administrator within twenty (20) school days after the occurrence, then the grievance shall be considered as waived.

D. Step III

If the building administrator fails to resolve the grievance or if the Union initiates the grievance, it may be presented in writing to the Director of Human Resources. The Director of Human Resources will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within five (5) work days, with a copy thereof to the building administrator and the Secretary of the Association. An employee may be accompanied and/or represented by the Union, or by a member of the Local Association employed by the Employer, if the employee so desires, to present the formal grievance. Once said grievance reaches Step II, the Superintendent and/or Director of Human Resources may discuss the grievance with the Union.

ARTICLE XII, Grievance Procedure (continued)

E. Step IV

If the Director of Human Resources fails to resolve the grievance, it may be presented in writing to the Office of the Superintendent. The Superintendent will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within eight (8) work days with a copy thereof to the Director of Human Resources, the building administrator and the Secretary of the Association. An employee may be accompanied and/or represented by the Union, or by a member of the Local Association employed by the Employer, if the employee desires, to present the formal grievance.

- F. Conferences may be requested by the employee at any of the steps in the grievance procedure. An employee may be accompanied and/or represented at the conference by the representation permitted at the step in the Grievance Procedure.
- G. In the event the Union is not satisfied with the decision of the Employer, the grievance may be submitted to arbitration by the Union delivering written notice of its desire to arbitrate to the Employer and the American Arbitration Association within twenty (20) work days after the aggrieved's receipt of the decision of the Employer. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. The arbitrator shall not invade the province of the courts to render opinions on the legality of any of the provisions of the contract, but, rather, the arbitrator shall confine his decision to the sole question of whether or not there has been a violation of this contract. He shall give no opinion with respect to any matter left by this Agreement or by the law to the discretion of the Board. The Arbitrator's decision on any issue properly before him shall be final and binding on the Employer and the Association and any employee involved.
- H. Anything herein to the contrary notwithstanding and as provided for in the Teacher Tenure Act, a discharge or demotion of a tenure teacher shall be for just cause. If a teacher timely contests the Board of Education's decision to proceed upon charges, by filing a claim of appeal with the State Tenure Commission, then the teacher and the Union will forever be foreclosed from filing a grievance or requesting arbitration regarding the teacher's discharge or demotion.

The purpose of this election of remedies section is to prohibit a teacher and the Union from contesting the teacher's discharge or demotion under both the proceedings of the Teacher Tenure Act and under the Grievance Procedure.

ARTICLE XII, Grievance Procedure (continued)

- I. Failure on the part of employees or appropriate representatives to appeal a decision within ten (10) work days from date of receipt of answer at any step of the procedure will be considered a withdrawal of the grievance or shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. To extend the time limits of this article, a letter of intent to continue the grievance at the next step must be filed within the time limits of this paragraph by the aggrieved and in any event the aggrieved must proceed with the next step within a period not to exceed thirty (30) days.
- J. Any employee may withdraw any grievance filed by him through Level II of the procedure. After a grievance has reached Step II, the Union shall have the right to determine if the grievance is to proceed through the remaining levels of the Grievance Procedure.
- K. Any individual employee at any time may present grievances and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. The Association will be given an opportunity to have a member of the Local Association, employed by the Employer, present at such hearings and adjustments.
- L. The Employer and the Association will encourage its members not to participate in coercion or reprisals against any persons relative to the grievance procedure.
- M. Forms for submitting grievances will be provided by the Association. Forms for reply will be provided by the Employer.
- N. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved or any of the participants as otherwise indicated herein to the contrary.
- O. During the pendency of any proceedings and until a determination has been reached, all proceedings shall be considered private, and any preliminary disposition will not be made public without the agreement of all parties.
- P. The time limits provided in this Article shall be strictly observed and may be extended by written agreement of the parties with the exception of the letter of intent set forth in Section I.
- Q. In the event the grievance is filed after June 1st, of any year, and strict adherence to the time limits may result in hardship to any party, the administrative staff will use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

ARTICLE XIII

Maintenance of Standards

- A. The Employer agrees to maintain the standards of conditions that have existed during the term of the previous agreement except as may be expressly changed in this Agreement.

ARTICLE XIV

Union and Local Association Rights

- A. On any new or modified fiscal, budgetary, tax program, construction program, or major revision of education policy which is proposed or under consideration, the Association may inform the Employer of the Local Association's position with respect to said matters.
- B. The Employer agrees to furnish to the Union upon request all available public information concerning the financial resources of the district and other public information, including but not limited to preliminary budgets and directory of employees.
- C. The District Director of the Local Association shall be furnished with a copy of the approved minutes of each regular or special meeting of the Employer within five (5) working days after the adoption thereof.
- D. A copy of the agenda of each regular or special meeting of the Board shall be sent to the District Director of the Local Association prior to said meeting.
- E. In the event the Union or the Local Association desires to appear on the agenda of a regular Board meeting, the District Director of the Local Association shall make written request no later than the Wednesday immediately preceding said regular Board meeting. The request shall be addressed to the Employer and made to the Superintendent and shall contain as much information as possible on the subject on which the Union or the Local Association desires to appear. Neither the Employer nor the Superintendent shall deny the Union or Local Association's requests to be on the agenda of the meeting.
- F. The Local Association and its members may, upon request to the office of the Business Manager, use the school buildings and facilities for meetings in accordance with Employer policies.
- G. One Union bulletin board shall be provided in each building for the exclusive use of Union notices and matters of concern. The District Director of the Local Association shall be responsible for all material and its contents on the Union bulletin boards.
- H. The Union and Local Association may use the employees' school mail boxes, electronic mail, fax machines, printers and photocopiers for communications. Central Office photocopiers and fax machines may be used at reasonable times when such equipment is not otherwise in use. To use a building photocopier the union must receive prior approval from the building administrator. The Local will pay the district reasonable costs established and agreed to by both parties for the supplies and materials used.

ARTICLE XIV, Union and Local Association Rights (continued)

- I. A bank of thirty-five (35) days for each school year will be provided by the Employer for one representative designated by the Local Association to receive release time without loss of pay or fringe benefits to perform Union business. Any one representative, with the exception of the Union's District Director, District Negotiator, Grievance Chairperson, Member of the NEA Board of Directors, Member of the MEA Board of Directors, and elected Executive Committee Representative, shall be limited to no more than ten (10) days in any one school year to receive release time without loss of pay or fringe benefits to perform Union business. On any one day additional representatives not to exceed four (4) as designated by the Local Association shall receive release time without loss of pay or fringe benefits to perform Union business provided however, one day for each said additional representative shall be deducted from the bank. In the event that four (4) representatives of the Local Association are requesting released time for the same day, no more than two staff members per building shall be released for a Local Association Day. Anything herein to the contrary notwithstanding, the term "Union Business" shall not be construed to include participation in any demonstrations involving contractual disputes in any school district.

ARTICLE XV

Protection of Teachers

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property, and/or during school sponsored activities. Whenever it is established that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board, through its administrative and special service staffs, will take necessary steps to aid the classroom teacher. It shall be the responsibility of the teacher to report unusual and serious discipline matters to the proper administrators and to initiate referrals of pupils to special services staff when such is deemed appropriate. It shall be the responsibility of the administrative staff to provide the necessary support to a teacher confronted with a serious disciplinary problem and to facilitate the processing of pupil referrals. The administrative staff shall be responsible for reporting the referral procedures to teachers in each building.
- B. Any case of assault upon a teacher, his/her person or property during a working situation shall be promptly reported to the building principal. The administrative staff will render assistance to the teacher, upon request, by notifying necessary law enforcement officials, a designated member of the teacher's family, school physician, school legal counsel, and Superintendent. The Superintendent may render such additional assistance as he may deem proper under the conditions consistent with Board policy.
- C. The Board further agrees that in those cases of loss or damage of personal property of a teacher through no acts of carelessness or negligence of said teacher and occasioned by an act initiated by a student during the work day, the administrative staff will forward a letter to the parent of said student, reporting the incident and requesting that the damage sustained by the teacher be reported to the parent's insurance carrier.
- D. Time lost by a teacher in court appearances or official conferences with his/her attorney for the purpose of taking depositions in connection with any assault upon the teacher by a parent or student during a working situation shall not be charged against the teacher.

Any teacher who was a witness to an assault upon another teacher by a parent or student during a working situation, and who is subpoenaed to testify, or who is interviewed by the School District's attorney or by the attorney for the assaulted teacher, shall not have time lost in so testifying or being so interviewed charged against him or her.

ARTICLE XV, Protection of Teachers (continued)

- E. The teacher shall have at his/her option the right to seek redress from the assailant.
- F. The Board shall have the right to reprimand, warn, or discipline teachers for just and reasonable cause. Whenever a reprimand, warning or disciplinary action is reduced to writing by an administrator, the findings and decisions of the administrator in writing shall be filed in the teacher's personnel file, and a copy thereof given to the teacher. The teacher may reply in writing within ten (10) work days from receipt of the administrator's decision with said reply to be filed in the teacher's personnel file. All information forming the basis for the reprimand, warning, or disciplinary action will, upon request, be made available as soon as possible in writing to the teacher. If a grievance shall be filed on this paragraph, all documents, records, and communications shall remain a part of the teacher's personnel file. If the disciplinary action of demotion or discharge is invoked toward a teacher, the provisions of Article XII, Section I. shall apply, anything in this agreement to the contrary notwithstanding.
- G. Any complaints directed toward a teacher shall be promptly handled by an informal conference between the administrator and the complainant. Any complaint not resolved during said conference shall be handled by an informal conference between the teacher and the administrator and/or an informal conference including the complainant, administrator, and teacher, after written notification to the teacher of the nature of the complaint and naming the complainant. Any complaint not resolved by the aforementioned procedures shall be thoroughly investigated by the administrator in an attempt to resolve same. The final report of the administrator containing his/her findings and decision shall be filed in the teacher's personnel file with a copy furnished to the teacher should the final report substantiate the complaint. If the final report does not substantiate the complaint, no documents regarding the complaint shall be placed in the teacher's personnel file. Should a substantiated final report be filed in the personnel file, the teacher may file a reply to said administrator's report and have same included in his/her personnel file provided he/she does so within ten (10) work days from receipt of the administrator's final report.

ARTICLE XVI

Special and Student Teaching Assignments

- A. The Employer agrees that the Director of Human Resources will notify staff of any possible positions available in Adult Education, Driver Education and Summer School. Employees may inform the Director of Human Resources of any interest in said positions in accordance with the procedures outlined in the posted notice. Employees may participate in these programs on a voluntary basis. An employee shall be compensated for teaching in said programs on the basis of the hourly rate established for said services in the Article on Professional Compensation.
- B. It shall be the responsibility of the Employer and/or its designated Central Office representative to provide substitute teachers for employee absence for a day, days, or any part thereof.
- C. The Employer agrees to maintain a list of substitute teachers for elementary, middle, and high school, and every reasonable effort will be made to secure necessary substitutes for teachers who are absent.
- D. The Employer will use voluntary tenure teachers as supervisors of student teachers. Teachers interested in the Student Teaching Program may notify the Director of Human Resources.
- E. All monies allocated by the universities and colleges for services rendered as supervisory teachers of student teachers shall be placed in the teachers' scholarship program under the name of the supervisory teacher(s).
- F. The Employer will endeavor to provide informational packets to student teachers and to make available to student teachers textbooks and teaching supplies.
- G. In compliance with Section 1526 of P.A. 335 (1993), the Employer has the responsibility to establish a new teacher mentoring process. The mentor teacher program may utilize tenured teachers of the bargaining unit who do so voluntarily and without compensation and are not in any way involved in the evaluation of the new teacher.

ARTICLE XVII

Teaching Conditions

A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, the utilization of facilities and personnel, staff recruitment, and present and future planning of construction and remodeling of facilities shall be directed to attain desirable pupil-teacher ratios.

1. The following class sizes represent desired objectives:

Kindergarten	25 pupils
1st Grade	23 pupils (split classes 20 pupils)
Grades 2-5	28 pupils (split classes 24 pupils)
Grades 6-12	
Academic	27 pupils
Laboratories	27 pupils
Ind. Tech Lab	30 pupils
Physical Education	40 pupils
Keyboarding	30 Pupils

Special Education Classes State Standards

2. In these areas of instruction requiring specialized facilities, the available work stations will be the standard for determination of class size. Whenever possible, the Employer will attempt to mainstream certified special education students to those sections in the building with the smallest class size, provided said action is in compliance with the recommendation of the I.E.P.C. meeting.

B. The Employer will continue its efforts as directed by the financial conditions of the district, the building facilities available, and the availability of qualified teachers to improve those programs of instruction requiring specialized facilities by making available more work stations and the expansion of the special education program.

C. The Employer acknowledges its responsibilities to provide appropriate texts, curriculum guides by the conclusion of the 2007-2008 school year, reference materials, maps, globes, laboratory equipment, instructional aids, supplies and similar materials as needed tools for the teaching of children. The Employer will continue to keep the schools properly equipped, supplied, and maintained.

D. Copies of teachers' requisitions and, when possible, purchase orders will be made available for examination in the building principal's office at all reasonable times. The principal will notify the teachers of supplies which are unavailable or denied. Teachers shall designate the priority of supplies on the requisitions and indicate in writing the rationale for such priorities upon request.

ARTICLE XVII, Teaching Conditions (continued)

- E. Paraprofessionals may be assigned in all schools to the cafeteria and the bus duties. Paraprofessionals may also be assigned noon hour playground duty in the elementary schools. In the event that it is necessary to assign teachers to other nonteaching duties, it shall be on an equitable basis for the entire staff.
- F. The Employer shall provide a separate and exclusive teachers' reference library in each school and include therein professional texts and materials within the budgetary limitations which are requested by the teachers of that school.
- G. The Employer shall provide, for school related work, no less than one computer station (including printer) and one copy machine in each building of the school district for teacher use.
- H. The Employer shall provide:
 - 1. A separate desk for each teacher in the district. All new desks purchased in the future will have drawer space provided with a lock.
 - 2. Chalkboard/whiteboard in every classroom.
 - 3. Copies, exclusively for teacher's use, of all texts used in each of the courses he/she is to teach.
 - 4. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials, required in daily teaching responsibility.
 - 5. Telephone facilities for the purpose of parent-teacher contact.
- I. The teacher shall be responsible to make arrangements through the Office of the Business Manager to secure bus drivers for all activities requiring bus transportation and in no event shall teachers drive a school bus. Any teacher who so drives without authorization from the Business Manager assumes all responsibility.
- J. The teacher shall be responsible to make arrangements for approved field trips with the building principal. All approved field trips shall have a written rationale submitted to the building principal five (5) work days prior to the trip.
- K. The Employer shall make available in each school a lounge and/or work study room for the teachers. Separate lavatory facilities for women and men, exclusively for teachers' use, shall be made available in each school building.
- L. The Employer agrees to continue to provide and maintain adequate off-street parking facilities for its professional staff.
- M. The elementary schools shall receive a total of twelve (12) hours collectively per day of library labor assistance with the assignments of the library assistance to be the responsibility of the administration.
- N. Counselors shall not be assigned hall duty.

ARTICLE XVIII

Teaching Hours and Assignments

- A. The regularly scheduled arrival and dismissal times for teachers of the Trenton Public Schools shall be as follows:

<u>School</u>	<u>Teachers Arrive</u>	<u>Instruction Begins</u>	<u>Students Dismissed</u>	<u>Teachers Dismissed</u>
Elementary	8:20 a.m.	8:35 a.m.	3:30 p.m.	4:00 p.m.
Middle School	7:55 a.m.	8:10 a.m.	3:00 p.m.	3:30 p.m.
High School	7:15 a.m.	7:30 a.m.	2:30 p.m.	3:00 p.m.

- B. All teachers shall be provided a duty-free uninterrupted lunch period in no event less than thirty (30) minutes.
- C. Teachers will be free to leave the building ten minutes after students' dismissal time, provided there is no conflict with parent conference or teachers' meetings.
- D. Each elementary school teacher shall be provided at least three hundred eighty-five (385) minutes of unassigned preparation time per week. A minimum of sixty (60) minutes of unassigned preparation time per day will be provided for each teacher in the elementary grades. Pupil-teacher contact time for each elementary school teacher shall not exceed sixteen hundred twenty-five (1625) minutes per week.
- E. Special subject teachers shall be consulted in the scheduling of their classes. Insofar as is possible, special subject assignments for individual students shall not exceed one hundred and ten (110) minutes per day. It is agreed that traveling between buildings will be minimized and avoided whenever possible and shall in no event be considered part of preparation time.

ARTICLE XVIII, Teaching Hours and Assignments (continued)

- F. Each middle school teacher shall be provided seventy-five (75) minutes of unassigned preparation time per day. At least fifty (50) minutes of aforesaid time shall be uninterrupted. Pupil-teacher contact time for each middle school teacher, exclusive of passing times, shall not exceed three hundred and five (305) minutes per day.

For the purposes of this section, the number of preparations for middle school teachers shall be defined as the number of different subject matter classes and/or the number of different grade levels classes.

It is mutually agreed and recognized that as a goal the Employer will endeavor to schedule middle school teachers to no more than five (5) class preparations, as defined, per ten (10) week period. However, should it be necessary to exceed the said limitation of five (5) class preparations per ten (10) week period, the scheduling shall be preceded by a conference between the teacher and the building principal.

- G. Each high school teacher shall be provided eighty (80) minutes of unassigned preparation time per day. At least sixty (60) minutes of the aforesaid time shall be uninterrupted. Pupil-teacher contact time, exclusive of passing times, shall not exceed three hundred (300) minutes per day.
- H. Teachers shall not be required to give service as a substitute teacher. Teachers who lose a preparation period as a voluntary substitute will be compensated on a prorated hourly rate established in Article XXVI.
- I. Teachers may leave the building during preparation time upon previous approval from the building principal and/or the designated representative for legitimate reasons.
- J. It is recognized by the Employer and the Union that exclusive of the limitations established in this Article and in Article VIII, the assignment of teachers is the responsibility of the building principal. The Employer agrees that, insofar as is possible, teachers will be assigned to teach major or minor fields of study.
- K. It is recognized by the Employer and the Union that exclusive of the limitations established in this Article, the scheduling of teachers is the responsibility of the building principal. On or about June 1 at the teacher's request, the building principal's office will review and discuss the teacher's tentative schedule for the ensuing year.
- L. Teachers are encouraged to meet with parents and to attend P.T.A., P.T.S.A., and P.T.O. functions. Each teacher shall attend his/her building open house, unless excused in advance by the building principal. The provisions of the previous sentence shall expire with the collective bargaining agreement.

ARTICLE XVIII, Teaching Hours and Assignments (continued)

- M. All IEPC Conferences shall be held during the regular hours of the school day whenever possible.
- N. Teachers at all levels shall participate in parent conferences, according to the calendar. For this there will be a district-wide day of compensation in February which will be scheduled as a vacation day.
- O. The parties acknowledge that the Board of Education may encourage or promote participants in a job-sharing program. They further acknowledge that participation in the job-sharing program shall be voluntary. Job-sharing shall be defined as two bargaining unit members sharing a given teaching assignment on an equal or approximately equal basis from day to day and/or sharing on an equal or approximately equal basis the total instructional time as may be appropriate and approved by the administration.
 - 1. Teacher responsibilities for each assignment will be as equally distributed as scheduling allows. However, teachers will perform the duties that fall in their portion of the assignment.
 - a) It may be necessary to equate planning time by exchanging A.M./P.M. assignments at mid-year or by some other scheduling technique.
 - b) Both teachers shall participate in parent conferences and required professional development activities without additional pay. The teacher who is teaching at the time contiguous with the staff meeting will attend that meeting, and brief his/her teaching partner of the content of the meeting.
 - 2. Appointment to job-sharing will be for one (1) school year at a time and only for teachers that have acquired tenure with the Trenton Public Schools District. The District reserves the right to cancel a job sharing position at the close of the school year. The employee reserves the right to return to full time teaching following the completion of a job-sharing position. Conditions for return to a full-time position will be governed by the contract.
 - a) Any job sharing assignment must receive the approval of the affected building/program administrator(s).
 - b) The maximum number of shared-time positions in any one school year shall not exceed four (4).
 - c) A proposal for shared-time positions must be submitted by April 15th to the Human Resource Office. This proposal shall contain a description of the shared-time assignment, the signature of both teachers wishing to job share, and a letter from the affected building/program administrator(s) indicating approval of the arrangement.

ARTICLE XVIII, Teaching Hours and Assignments (continued)

- d) The Superintendent/Designee will then review the proposal, and if he/she is in agreement with the arrangement, sign the proposal.
 - e) In the event that there are more applications for shared time positions than there are positions available, the positions shall be filled by a lottery. Names will be drawn as a team, not individually. This lottery will be held no later than April 30th.
 - f) In the event that a job-sharing assignment becomes vacant, or one of the teachers is placed upon a leave of absence, the teacher who remains will assume the position on a full-time basis for the shorter of (a) the remainder of the school year, or (b) the duration of the leave.
3. Salary, personal illness days, family illness days, and personal business days will be prorated according to duty time.
 4. Each of the teachers shall be eligible for the fringe benefits set forth in Article XXIX, provided that the teacher contributes toward the cost of the benefit as set forth herein. The Employer will pay the percentage of the cost of the benefit equal to the percentage of the teacher's assignment, with the teacher paying the balance by payroll deduction. (For example, a teacher employed to work a 0.6 schedule will pay 40% of the cost of the benefit, with the Employer paying the remaining 60%).
 5. In the event that layoffs become necessary, personnel assigned to job-sharing will be subject to layoff in accordance with the Master Agreement. Teachers in a shared assignment may be transferred as a team or individually if needed in accordance with the Master Agreement.
 6. The "approval" process for job-sharing shall not be subject to the grievance process addressed elsewhere in this professional agreement.
 7. Teachers may not file for unemployment benefits while working in a job-sharing arrangement.
 8. Teachers in a shared time assignment may substitute for one another with the approval of the building/program administrator and the teachers. In such circumstances, the rate of pay shall be that rate applicable to substitute teachers who are not members of this bargaining unit.

ARTICLE XIX

Professional Improvement

- A. The Employer agrees to provide upon application, the necessary funds within budgetary limitations for employees who desire to attend professional conferences and Michigan Department of Education Curriculum committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Employer.
- B. Any member of the Local Association may make a request to the building principal that arrangements be made for courses, conferences, workshops, or seminars as it is recognized that these professional activities offer valuable opportunities to employees to improve their professional competence. In considering the employee's request, the building principal shall review and discuss same with the employee, giving due consideration the number of potential participants, availability of materials and speakers, and other relevant factors. Any fees or tuition expenses shall be the expense of the participants.
- C. The Employer will attempt to provide a voluntary opportunity to improve professional competency for individual teachers identified by the administrator. Such activities may include, but not be limited to, inservice training, teacher-peer help (provided involved teachers agree), educational classes or other activities deemed necessary to improve the quality of the instructional program. Any fees or tuition expenses associated with accredited colleges for a teacher's professional improvement in his/her assigned areas shall be borne by the Employer, providing the employee has received written permission for payment of fees or tuition prior to registering for any educational program.
- D. The teachers will participate in five (5) professional development days as set forth in the attached calendar, fifteen (15) hours of which shall count as instructional time, as is currently allowed by the State of Michigan. In the event that any future action of the State does not allow these hours to count as instructional time, resulting in the School District having to add instructional time to the calendar to meet State requirements, the School District may do so without further bargaining with the Union. However, prior to adding instructional time, the School District will meet with the Union. When the entire district has a professional development day at the same time, the hours shall be from 8:00 a.m. until 3:00 p.m., with a sixty (60) minute lunch break.

ARTICLE XX

Annual Sick Leave

- A. Annual sick leave is defined as a time of employee absence because of immediate family or personal illness or disability during which time the employee is granted income protection by the Board of Education. Immediate family is parent, spouse, or child. When signing the absence form, the employee must clearly distinguish whether an absence was for personal illness or family illness.
- B. Upon employment and after starting work in the system, a probationary employee is granted a total of ten (10) annual sick days per school year, including up to 5 days for immediate family illness. Unused annual sick leave will be allowed to accumulate.
- C. Upon reaching tenure status, a tenure employee is granted a total of twenty (20) annual sick days per school year, including up to 5 days for family illness. The tenure employee will be allowed to build a personal sick leave bank of two hundred thirty (230) days.
- D. The maximum number of annual sick leave days with income protection granted an employee shall be determined by the accumulated number of days that the employee has in his/her personal sick bank but shall not exceed forty-eight (48) days for a probationary employee or two hundred thirty (230) days for a tenure employee.

However, an employee may apply to the Sick Leave Bank. The Sick Leave Bank is hereby established consisting of not more than three (3) days per year contributed by the employee from the employee's individual allocated twenty (20) sick days. The employee shall contribute their personal sick days on the last day of each school year.

- 1. Eligibility for Consideration
 - (a) The employee's accumulated sick leave must be exhausted; and
 - (b) A physician's verification of incapacity must be submitted to the Sick Leave Bank committee.
 - 2. Administration of Sick Leave Bank. A Sick Leave Bank shall be administered by a three (3) person committee elected from the membership of the bargaining unit. A representative of the Employer and the District Director of the Union or his/her designee shall serve as nonvoting participants and shall have input during the decision making process.
- E. After five or more consecutive days of personal illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.

ARTICLE XX, Annual Sick Leave (continued)

- F. Routine physicians' appointments by employees, as opposed to emergency physicians' care do not qualify for sick leave.
- G. Hospital outpatient appointments of employees, which cannot be scheduled during off working hours, shall qualify for sick leave. It shall be the responsibility of the employee to schedule outpatient appointments outside of working hours unless extreme emergencies dictate otherwise.
- H. With the exception of an emergency, an employee opting for surgery shall attempt to schedule the surgery during the summer recess so that the surgery and the recuperative time period will not cause the employee to be absent from the classroom during the regularly scheduled school year.

If a delay of the surgery could cause personal risk to the employee, then the employee shall so notify the building principal as soon as possible. Notification shall be accompanied by a physician's written statement that a delay of surgery could cause personal risk.

- I. Income protection granted because of illness will cease upon the commencement of child care leave or leave of absence.
- J. Income protection shall be granted for the temporary disabling period of time caused by illness due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth. The temporary disabling period of time shall include childbearing time and the normal recoverable time thereafter, but shall not include the child care period of time for which an employee is entitled to apply for child care leave.
- K. Employees are not entitled to pay for accumulated sick leave days upon retirement, or when leaving the employment of the Trenton Public Schools for any reason.
- L. An employee is granted income protection under the provisions of the sick leave policy if he/she is in quarantine.
- M. Part-time probationary and regular employees shall receive income protection because of personal illness on a pro rata basis.
- N. An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. The employee shall be given a copy of the audit of absences.
- O. Sick leave income protection will be forfeited if the employee absence results from deliberate self-inflicted injury.
- P. Any disability of an employee that qualifies for indemnity under the Workmen's Compensation Act shall be compensated with the combined funds of Workmen's

ARTICLE XX, Annual Sick Leave (continued)

Compensation and Sick Leave not to exceed the regular daily rate. The compensation from the employer shall not exceed the number of the employee's accumulated sick days.

Q. When and if a challenge is made to the medical certificate regarding employee illness, the Employer reserves the right to send the employee to one of the following medical services for examination at the expense of the School District:

1. University of Michigan Medical Center
2. Henry Ford Hospital Medical Center

The employee may select any physician on the staff of the medical center to which he is directed, in a specialty or discipline under which the employee's illness or disability is certified. The employee's attending physician shall be the sole recipient of any report generated which contains information as to history, symptoms, test result, or opinions as to therapy or, at the option of the employee, that information may be mailed directly to the employee.

The employing district is to be the recipient of a statement verifying that the employee's absence is due to illness or was due to illness and the certificate shall be signed by an examining physician at the medical center.

It is understood and agreed that if the examining physician is unable to determine with any degree of medical certainty whether a past disability was due to a medical condition, such inability shall not be the basis for denying use of appropriate sick leave compensation.

ARTICLE XXI

Unpaid Leaves of Absence

- A. A leave of absence is an authorized absence from work without pay.
- B. The following types of Leave of Absence are recognized:

Personal Leaves

Unless otherwise required by law, leaves of absence for personal reasons are available on such terms and conditions as are recommended to the Board of Education by the Superintendent. This type of leave includes leaves to participate in exchange teaching programs; foreign or military teaching programs; Peace Corps, Teaching Corps or Job Corps as a full-time participant; or child care.

An employee who has been granted a personal leave of absence for the previously stated reasons or for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities, shall be placed upon return from such leave at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

Other personal leaves may be granted at the discretion of the Employer.

Unless otherwise required by law, the Board of Education will not continue to provide employee benefits to an employee on a personal leave of absence.

Medical Leaves

Leaves of absence may be granted when an employee is unable to work due to personal illness or disability, regardless of whether such illness or disability is work-related. Leaves resulting from an employee's own serious health condition must be supported by medical certification from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his or her position.

The employer reserves the right to require the employee to obtain the opinion of a second health care provider chosen through the selection process defined in Article XX, Paragraph Q. The employer will bear the cost and shall be the recipient of the opinion of the second health care provider.

At the expiration of a medical leave, there must be a physician's certification confirming his or her fitness to return to work.

ARTICLE XXI, Unpaid Leaves of Absence (continued)

Unless otherwise required by law, the employer will not continue to provide employee benefits to an employee on a medical leave of absence.

Family and Medical Leave Act of 1993

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave addressed above is an FMLA leave if the absence is for one or more of the following:

1. Because of the birth of a child of the employee, and in order to care for such child;
2. Because of the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.

Such unpaid leaves of absences are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured from July 1 to June 30.

Personal leaves to care for an employee's spouse, child or parent must be supported by medical certification from a health care provider stating the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts and that the employee is needed to care for the person. The employer reserves the right to require the employee to obtain the opinion of a second health care provider chosen through the selection process defined in Article XX, Paragraph Q. The employer will bear the cost and shall be the recipient of the opinion of the second health care provider.

When a leave noted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment.

During leaves that are FMLA qualifying leaves, insurance benefits as required by law will be continued on the same terms and conditions as prior to the leave.

Military Leaves

Leaves for active military service or reserve training will be granted in accordance with applicable law.

- C. Probationary employees shall not qualify for personal leaves of absence. In order to be eligible for a personal leave of absence, a certified employee must have satisfactorily completed a minimum of one year under a tenure contract.

ARTICLE XXI, Unpaid Leaves of Absence (continued)

- D. Leaves of absence may be approved for up to one year. If necessary, an extension of one year may be requested. Except for FMLA leaves and personal leaves for child care, a request for a second leave may not be granted until the employee returns to full-time work for a year.
- E. An employee on leave of absence from the school district shall maintain employment status with the district while on such leave.
- F. Leaves of absence shall only be granted to those employees who intend to return to the service of the Trenton Board of Education at the termination of the leave.
- G. Applications for personal leaves of absence shall be submitted in writing no later than sixty (60) days prior to the commencement of the leave.

Requests for FMLA leaves of absence must be in writing and submitted to the Director of Human Resources not less than thirty (30) days before the date the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

- H. Employees who desire to return from leaves of absence must notify the Director of Human Resources in writing by February 15 of the employee's intention to return to work for the start of the next school year. Such employees will be guaranteed employment providing the reassignment does not violate any provisions of this contract.

ARTICLE XXII

Miscellaneous Provisions

- A. All individual employee contracts shall be made expressly subject to the terms and conditions of this Agreement. The provisions of this Agreement shall be incorporated into and made a part of Board policy.
- B. If any provisions of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- C. The Employer and the Union shall mutually implement a study committee for the purpose of exploring educational problems in the Trenton Public Schools and the development of solutions which would benefit the community and satisfy their mutual, yet respective concerns.
- D. The Employer and the Union shall mutually implement a study committee for the purpose of studying health insurance programs and plans. The study committee shall consist of two (2) members for the Union and two (2) members for the Employer and shall meet by any of the committee member's request and mutual consent of the remaining members.

The results of the study will be made available to the respective collective bargaining representatives at the inception of the negotiations process.

- E. Copies of this Agreement shall be printed at the expense of the Employer and presented to all employees now employed or hereafter employed by the Board. The Union will be given 50 copies upon ratification.
- F. Legally required fingerprinting of, and criminal history checks on, members of the bargaining unit shall be performed at times and locations scheduled by the School District at times during the teacher work day. A teacher who does not complete these processes at the time scheduled by the Employer shall be responsible for arranging for and completing these processes on his or her own time within three (3) weeks of the time scheduled for that teacher by the Employer or by June 30, 2008, whichever comes first. All costs associated with these processes shall be equally divided between the teacher and the Employer. For those teachers who utilize the services scheduled by the District and described above, the Employer agrees to pay the full cost up front, and the teacher's share shall be remitted through payroll deduction. For a teacher who completes these processes on his or her own time, the Employer's share of the cost shall not exceed the amount that the Employer would have paid had the teacher completed these processes when scheduled by the Employer.

ARTICLE XXIII

Paid Absences for Personal and School Business

- A. Each regular employee shall be granted two (2) days per year for personal business upon the approval of the building principal or the Director of Human Resources. Whenever possible, such prior approval shall be obtained. The employee shall be compensated for said days and shall be required to divulge the nature of such business in general terms, but without being obligated to set forth specific details of the nature of the business.
- B. It is agreed that personal business days shall be used for business and family obligations. Personal business days may not be used for recreational activities or to extend vacations.
- C. It is agreed that absences for personal business shall not be deducted from sick leave days.
- D. Employees shall arrange the day of absence for personal business at least twenty-four (24) hours in advance whenever possible.
- E. Certified personnel, in the case of death in the immediate family, (parent, grandparent, spouse, sister, brother, child, mother-in-law, or father-in-law) will qualify for pay up to five (5) days of absence; and in the case of death of a close associate or relative other than a member of the immediate family, will qualify for pay up to one (1) full day of absence.
- F. An employee shall qualify for a paid school business day(s) if serving as a witness in any court case involving the employee's employment except in those cases involving labor disputes and contract negotiations between the Board of Education and the employee of the Association.
- G. An employee will qualify for a paid school business absence for visitation at other schools or for attending educational conferences approved by the Superintendent of Schools and/or the Building Principal.
- H. The day immediately prior to a regularly scheduled school holiday and the day immediately following a regularly scheduled school holiday may not be used for personal business leave, unless the employee shows the necessity for such leave on either of these days and receives approval from the Office of the Superintendent or the Director of Human Resources.
- I. If an employee is required to serve on a jury panel, the employee shall first be required to file a postponement to the months of July or August. If said employee submits evidence to the Office of the Superintendent that postponement is denied, then said employee shall be compensated for the difference between regular salary and pay received for the performance of said obligation. Any monies paid by the Federal, State or County governments for meals and travel expenses incurred by the employee in performance of said obligation are to be retained by the employee.
- J. Unused personal business days shall be allowed to accrue in the employee's sick leave bank.

ARTICLE XXIV

Sabbatical Leave

- A. A sabbatical leave of absence may be granted to any employee of the school district upon the recommendation of the Superintendent of Schools. The professional competence of the employee and the general welfare and the advantage accruing to the school district shall be the general factors of consideration requisite to approval of requests for sabbatical leave.
- B. The employee must have completed seven (7) consecutive years of satisfactory service as a full-time employee with the district.
- C. During said sabbatical leave, the employee shall be paid at one-half (1/2) the employee's full annual salary rate, providing, however, that any stipend that the employee receives from an outside source while on sabbatical when combined with the school district remuneration shall not exceed the employee's full annual salary.
- D. Written application for sabbatical leave shall be submitted to the Office of the Superintendent prior to April 1 of each year. The Employer agrees that a written reply shall be submitted to the applicant prior to June 1 of the same year.
- E. The Employer agrees that in addition to the salary provided herein, the employee shall be entitled to participate in any other benefits that may be provided for by the Employer.
- F. The Employer may as a condition of granting approval of an employee's request for a sabbatical leave, require that the employee return to the Trenton Public School faculty for one (1) year.
- G. Employees on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- H. Upon return from sabbatical leave an employee shall be restored to the employee's position held prior to sabbatical leave or a position of like nature, seniority, status, and pay.
- I. Paragraph A. of this article shall be specifically exempt from the grievance procedure.

ARTICLE XXV

Annuities

- A. The Board of Education of the Trenton Public Schools will deduct from the pay of any teacher authorizing such deduction in writing a premium relative to an annuity contract between the teacher and the annuity company. The annuity contract must be a qualified 403B Plan, with ownership rights being vested in the teacher and with premium payments subsequent to the initial payment being made on a bi-weekly basis. No later than the expiration date of this contract, the teacher must designate that such premium payments be made to one (1) of the following annuity companies: GLP and Associates, American Funds, VALIC, Vanguard Group, Consolidated Financial, Fidelity Investments (50255), First Investors, Oppenheimer Trust, Ameriprise, Putnam Investors, Eschels Financial Group, Fidelity Investors (60195), Nationwide Life Insurance, Prudential Defined, or Equitable Life. Upon the expiration of this contract, the teacher may designate up to two (2) annuity companies on the foregoing list.

ARTICLE XXVI

Professional Compensation

I. Salary Schedule

- A. The salary schedule herein presented shall be effective for the 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09 school years.
- B. A maximum of seven years previous teaching experience may be granted a new employee when placed on the salary schedule. Such teaching experience shall only be recognized from schools of accredited standing.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance of:

\$0.37 per mile	Effective upon ratification by both parties
\$0.40 per mile	Effective July 1, 2007
\$0.43 per mile	Effective July 1, 2008

The same allowance shall be given for use of personal cars for field trips or other business of the district. The Employer shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

- D. The Board agrees that in appreciation for service to the School District, payment amounting to twenty (20) days' pay based upon the last year's salary, will be paid upon voluntary termination of service or retirement to teachers who have been employed in the School District a minimum of twenty (20) years. To be eligible for this benefit written notice shall be given no later than April 1st of the year of retirement if at all possible.
- E. Holiday pay will not be granted to personnel not working the scheduled work day prior or after a holiday except for approved absence due to illness or for personal business days approved by the Office of the Superintendent.

ARTICLE XXVI, Professional Compensation (continued)

II. Salary Credit Beyond the BA Degree

- A. Thirty-five dollars will be added to the Employee's contract for each semester hour of graduate work beyond the requirements for a BA degree.
- B. The maximum allowable salary credit for graduate work beyond the BA degree shall be \$1,050.00.
- C. It is the intent of the Employer to maintain a limit on the maximum allowable salary credit for graduate work beyond the BA degree, a limit which will not necessarily correspond to the differential in the salary schedule between the BA and MA degrees, as a means of recognition of the value of the degree above the mere accumulation of graduate credit hours.
- D. All employees entering the system with graduate credit beyond the BA degree, excluding those necessary and/or used for the initial teacher certification, will receive thirty-five dollars for each semester hour of graduate work.
- E. Salary adjustments for credit beyond the BA degree will be made only once annually prior to September 30 upon written certification of successful completion of the graduate work.
- F. All hours of graduate work must be from an accredited university. Accreditation must be by the National Council for Accreditation of Teacher Education (NCATE), the Teacher Education Accreditation Council (TEAC), the Higher Learning Commission (NCA) or a similar accreditation program which is recognized by NCATE, TEAC, and/or the Higher Learning Commission.

III. Salary Credit Beyond the MA Degree

- A. Forty dollars will be added to the Employee's contract for each semester hour of graduate work beyond the requirements for an MA degree.
- B. The maximum allowable salary credit for graduate work beyond the MA degree shall be \$1,200.00.
- C. All employees entering the system with graduate credit beyond the MA degree, excluding those necessary and/or used for the initial teacher certification, will receive forty dollars for each semester hour of graduate work.
- D. Salary adjustments for credit beyond the MA degree will be made only once annually prior to September 30 upon written certification of successful completion of the graduate work.
- E. All hours of graduate work must be from an accredited university. Accreditation must be by the National Council for Accreditation of Teacher Education (NCATE), the Teacher Education Accreditation Council (TEAC), the Higher Learning Commission (NCA) or a similar accreditation program which is recognized by NCATE, TEAC, and/or the Higher Learning Commission.

IV. Teachers' Salary Schedule: 2004-05 through 2008-09

BACHELOR's	12/1/2005			
	2004-05	2005-06	2006-07	2006-07
	All Steps except MAX MAX Step Only	1.5%	1.0%	0.0%
Step 0	\$ 38,006	\$ 38,576	\$ 38,962	\$ 38,962
1	\$ 39,510	\$ 40,103	\$ 40,504	\$ 40,504
2	\$ 41,301	\$ 41,921	\$ 42,340	\$ 42,340
3	\$ 43,894	\$ 44,552	\$ 44,998	\$ 44,998
4	\$ 45,983	\$ 46,673	\$ 47,139	\$ 47,139
5	\$ 48,784	\$ 49,516	\$ 50,011	\$ 50,011
6	\$ 51,379	\$ 52,150	\$ 52,671	\$ 52,671
7	\$ 53,775	\$ 54,582	\$ 55,127	\$ 55,127
8	\$ 57,066	\$ 57,922	\$ 58,501	\$ 58,501
9	\$ 60,856	\$ 61,769	\$ 62,387	\$ 62,387
10	\$ 67,291	\$ 68,300	\$ 68,983	\$ 69,673

NO STEP INCREASES	
1st Sem	2nd Sem
2007-08	2007-08
1.0%	0.0%
1.0%	1.0%
\$ 39,351	\$ 39,351
\$ 40,909	\$ 40,909
\$ 42,763	\$ 42,763
\$ 45,448	\$ 45,448
\$ 47,611	\$ 47,611
\$ 50,511	\$ 50,511
\$ 53,198	\$ 53,198
\$ 55,679	\$ 55,679
\$ 59,086	\$ 59,086
\$ 63,010	\$ 63,010
\$ 70,370	\$ 71,074

(1) STEP INCREASE	
1st Sem	2nd Sem
2008-09	2008-09
1.0%	0.0%
2.0%	1.0%
\$ 39,745	\$ 39,745
\$ 41,318	\$ 41,318
\$ 43,191	\$ 43,191
\$ 45,902	\$ 45,902
\$ 48,087	\$ 48,087
\$ 51,016	\$ 51,016
\$ 53,730	\$ 53,730
\$ 56,236	\$ 56,236
\$ 59,677	\$ 59,677
\$ 63,640	\$ 63,640
\$ 72,495	\$ 73,220

MASTER's	12/1/2005			
	2004-05	2005-06	2006-07	2006-07
	All Steps except MAX MAX Step Only	1.5%	1.0%	0.0%
Step 0	\$ 40,197	\$ 40,800	\$ 41,208	\$ 41,208
1	\$ 43,810	\$ 44,467	\$ 44,912	\$ 44,912
2	\$ 47,523	\$ 48,236	\$ 48,718	\$ 48,718
3	\$ 51,252	\$ 52,021	\$ 52,541	\$ 52,541
4	\$ 54,980	\$ 55,805	\$ 56,363	\$ 56,363
5	\$ 58,701	\$ 59,582	\$ 60,177	\$ 60,177
6	\$ 62,431	\$ 63,367	\$ 64,001	\$ 64,001
7	\$ 66,161	\$ 67,153	\$ 67,825	\$ 67,825
8	\$ 69,888	\$ 70,936	\$ 71,646	\$ 71,646
9	\$ 73,599	\$ 74,703	\$ 75,450	\$ 75,450
10	\$ 78,056	\$ 79,227	\$ 80,019	\$ 80,819

NO STEP INCREASES	
1st Sem	2nd Sem
2007-08	2007-08
1.0%	0.0%
1.0%	1.0%
\$ 41,620	\$ 41,620
\$ 45,361	\$ 45,361
\$ 49,205	\$ 49,205
\$ 53,066	\$ 53,066
\$ 56,926	\$ 56,926
\$ 60,779	\$ 60,779
\$ 64,641	\$ 64,641
\$ 68,503	\$ 68,503
\$ 72,362	\$ 72,362
\$ 76,205	\$ 76,205
\$ 81,627	\$ 82,444

(1) STEP INCREASE	
1st Sem	2nd Sem
2008-09	2008-09
1.0%	0.0%
2.0%	1.0%
\$ 42,036	\$ 42,036
\$ 45,815	\$ 45,815
\$ 49,697	\$ 49,697
\$ 53,597	\$ 53,597
\$ 57,496	\$ 57,496
\$ 61,387	\$ 61,387
\$ 65,288	\$ 65,288
\$ 69,188	\$ 69,188
\$ 73,086	\$ 73,086
\$ 76,967	\$ 76,967
\$ 84,093	\$ 84,934

Specialist's/2nd Master's	12/1/2005			
	2004-05	2005-06	2006-07	2006-07
	All Steps except MAX MAX Step Only	1.5%	1.0%	0.0%
Step 0	\$ 43,150	\$ 43,797	\$ 44,235	\$ 44,235
1	\$ 46,865	\$ 47,568	\$ 48,044	\$ 48,044
2	\$ 50,957	\$ 51,721	\$ 52,239	\$ 52,239
3	\$ 54,250	\$ 55,064	\$ 55,614	\$ 55,614
4	\$ 57,960	\$ 58,829	\$ 59,418	\$ 59,418
5	\$ 61,655	\$ 62,580	\$ 63,206	\$ 63,206
6	\$ 65,342	\$ 66,322	\$ 66,985	\$ 66,985
7	\$ 69,053	\$ 70,089	\$ 70,790	\$ 70,790
8	\$ 72,746	\$ 73,837	\$ 74,576	\$ 74,576
9	\$ 76,221	\$ 77,364	\$ 78,138	\$ 78,138
10	\$ 80,928	\$ 82,142	\$ 82,963	\$ 83,793

NO STEP INCREASES	
1st Sem	2nd Sem
2007-08	2007-08
1.0%	0.0%
1.0%	1.0%
\$ 44,678	\$ 44,678
\$ 48,524	\$ 48,524
\$ 52,761	\$ 52,761
\$ 56,171	\$ 56,171
\$ 60,012	\$ 60,012
\$ 63,838	\$ 63,838
\$ 67,655	\$ 67,655
\$ 71,498	\$ 71,498
\$ 75,321	\$ 75,321
\$ 78,919	\$ 78,919
\$ 84,631	\$ 85,477

(1) STEP INCREASE	
1st Sem	2nd Sem
2008-09	2008-09
1.0%	0.0%
2.0%	1.0%
\$ 45,124	\$ 45,124
\$ 49,009	\$ 49,009
\$ 53,289	\$ 53,289
\$ 56,732	\$ 56,732
\$ 60,612	\$ 60,612
\$ 64,476	\$ 64,476
\$ 68,332	\$ 68,332
\$ 72,213	\$ 72,213
\$ 76,075	\$ 76,075
\$ 79,709	\$ 79,709
\$ 87,187	\$ 88,059

No teacher will move on the salary steps (except for lateral movement as a result of additional education) in the 2007-2008 school year. For example, a teacher on Step 5 in the 2006-2007 school year will remain on Step 5 for the 2007-2008 school year. After the 2007-2008 school year, members will advance no more than one step.

ARTICLE XXVI, Professional Compensation (continued)

V. Extra Pay Schedule

- A. The extra pay schedule herein is for those services performed voluntarily by teaching personnel outside the school day, and which are beyond those normally required of teachers. Such assignments shall be annual. No teacher will be assigned to cafeteria, bus duty, Service Squad Sponsor, Safety Patrol Sponsor, or noon hour playground duty, but a teacher may volunteer for said duties.
- B. No extra pay will be given for any extra-curricular activity that is not listed. The Superintendent of Schools is authorized to add additional activities and establish a tentative rate of pay, which rate of pay shall apply subject to bargaining that rate of pay with the Union.
- C. Coaching services will be compensated for at the following flat rate schedule.
- D. Extra pay schedules are for the complete activity assignment and partially completed activity assignments will be paid by the Office of the Superintendent.

ARTICLE XXVI, Professional Compensation (continued)

High School Athletics

	2004-05	2005-06	2006-07	(1.5%) 2007-08	2008-09
Head Football Coach	\$5,636	\$5,636	\$5,636	\$5,721	\$5,721
Assistant Varsity Football Coach	\$4,134	\$4,134	\$4,134	\$4,196	\$4,196
Junior Varsity Football Coach			\$3,424	\$3,475	\$3,475
Freshman Football Coach			\$3,387	\$3,438	\$3,438
Assistant Football	\$3,387	\$3,387			
Head Basketball Coach	\$5,170	\$5,170	\$5,170	\$5,248	\$5,248
Junior Varsity Basketball Coach			\$3,154	\$3,201	\$3,201
Freshmen Basketball Coach			\$3,103	\$3,150	\$3,150
Head Girls Basketball	\$4,526	\$4,526			
Assistant Basketball	\$3,103	\$3,103			
Assistant Girls Basketball	\$3,103	\$3,103			
Head Hockey Coach	\$5,170	\$5,170	\$5,170	\$5,248	\$5,248
Assistant Hockey Coach	\$3,103	\$3,103	\$3,208	\$3,256	\$3,256
Head Softball Coach			\$3,791	\$3,848	\$3,848
Assistant Varsity Softball Coach			\$3,208	\$3,256	\$3,256
Junior Varsity Softball Coach			\$3,154	\$3,201	\$3,201
Girls Softball Coach	\$3,791	\$3,791			
Assistant Softball	\$3,103	\$3,103			
Head Baseball Coach	\$3,791	\$3,791	\$3,791	\$3,848	\$3,848
Assistant Varsity Baseball Coach			\$3,208	\$3,256	\$3,256
Junior Varsity Baseball Coach			\$3,154	\$3,201	\$3,201
Freshmen Baseball Coach			\$3,103	\$3,150	\$3,150
Assistant Baseball	\$3,103	\$3,103			
Head Track Coach	\$3,791	\$3,791	\$3,791	\$3,848	\$3,848
Assistant Track Coach	\$3,103	\$3,103	\$3,208	\$3,256	\$3,256
Head Tennis Coach	\$3,791	\$3,791	\$3,791	\$3,848	\$3,848
Assistant Tennis Coach	\$3,103	\$3,103	\$3,154	\$3,201	\$3,201
Head Gymnastics Coach	\$4,526	\$4,526	\$4,526	\$4,594	\$4,594
Assistant Gymnastics Coach	\$3,103	\$3,103	\$3,208	\$3,256	\$3,256
Head Cheerleading Coach	\$3,791	\$3,791	\$3,791	\$3,848	\$3,848
Junior Varsity Cheerleading Coach			\$3,154	\$3,201	\$3,201
Freshmen Cheerleading Coach			\$3,103	\$3,150	\$3,150
Assistant Cheerleader Coach	\$2,016	\$2,016			
Varsity Competitive Cheer Head Coach			\$3,791	\$3,848	\$3,848
Junior Varsity Competitive Cheer Coach			\$3,154	\$3,201	\$3,201
Sideline Cheer Coach			\$3,103	\$3,150	\$3,150
Head Swimming Coach			\$4,526	\$4,594	\$4,594
Assistant Swimming Coach			\$3,208	\$3,256	\$3,256
Head Swimming	\$4,526	\$4,526			
Head Girls Swimming	\$4,526	\$4,526			
Assistant Swimming	\$3,103	\$3,103			

ARTICLE XXVI, Professional Compensation (continued)

High School Athletics

	2004-05	2005-06	2006-07	(1.5%) 2007-08	2008-09
Head Volleyball Coach			\$5,170	\$5,248	\$5,248
Junior Varsity Volleyball Coach			\$3,154	\$3,201	\$3,201
Freshmen Volleyball Coach			\$3,103	\$3,150	\$3,150
Girls Volleyball	\$4,526	\$4,526			
Assistant Girls Volleyball	\$3,103	\$3,103			
Head Wrestling Coach			\$4,526	\$4,594	\$4,594
Assistant Wrestling Coach			\$3,208	\$3,256	\$3,256
Head Wrestling	\$4,526	\$4,526			
Assistant Wrestling	\$3,103	\$3,103			
Head Soccer Coach			\$3,791	\$3,848	\$3,848
Assistant Soccer Coach			\$3,154	\$3,201	\$3,201
Head Soccer (Boys & Girls)	\$3,791	\$3,791			
Assistant Soccer (Boys & Girls)	\$3,103	\$3,103			
Head Cross Country Coach			\$3,791	\$3,848	\$3,848
Head Cross Country (Boys & Girls)	\$3,791	\$3,791			
Varsity Golf			\$3,791	\$3,848	\$3,848
Golf Coach	\$3,103	\$3,103			
Head Bowling Coach			\$3,791	\$3,848	\$3,848

High School Activities

	2004-05	2005-06	2006-07	(1.5%) 2007-08	2008-09
Band Director	\$3,442	\$3,442	\$3,442	\$3,494	\$3,494
Debate/Forensics	\$2,419	\$2,419	\$2,419	\$2,455	\$2,455
Student Activities/ Senior Class Advisor			\$1,210	\$1,228	\$1,228
Choral Director	\$1,967	\$1,967	\$1,967	\$1,997	\$1,997
Orchestra Director	\$1,967	\$1,967			
Musical Pit Director			\$984	\$999	\$999
School Play	\$1,827	\$1,827	\$1,827	\$1,854	\$1,854
Thespian Play	\$1,827	\$1,827	\$1,827	\$1,854	\$1,854
Musical Director	\$1,827	\$1,827	\$1,827	\$1,854	\$1,854
Musical Vocal Director			\$1,827	\$1,854	\$1,854
Quiz Bowl			\$605	\$614	\$614
Choreographer			\$1,764	\$1,790	\$1,790
National Honor Society			\$605	\$614	\$614
Class Advisor (9 th , 10 th , 11 th) per class			\$200	\$203	\$203
Student Council			\$500	\$508	\$508
Homecoming Coordinator			\$900	\$914	\$914
Yearbook Coordinator			\$1,210	\$1,228	\$1,228
Student Activities	\$2,419	\$2,419			
Musical Drama Director	\$1,827	\$1,827			

Middle School Athletics

Head Football Coach	\$3,104	\$3,104	\$3,104	\$3,151	\$3,151
Assistant Football Coach			\$2,759	\$2,800	\$2,800
Basketball Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800

ARTICLE XXVI, Professional Compensation (continued)

	2004-05	2005-06	2006-07	(1.5%) 2007-08	2008-09
Track Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Tennis Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Swimming Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Volleyball Coach			\$2,759	\$2,800	\$2,800
Wrestling Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Softball Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Baseball Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Cross Country Coach	\$2,759	\$2,759	\$2,759	\$2,800	\$2,800
Cheerleading Coach	\$1,813	\$1,813	\$1,813	\$1,840	\$1,840
Middle School Intramurals – per season	\$1,135	\$1,135	\$1,135	\$1,152	\$1,152
Girls Basketball Coach	\$2,759	\$2,759	\$2,759		
Girls Volleyball Coach	\$2,759	\$2,759	\$2,759		
Girls Softball Coach	\$2,759	\$2,759	\$2,759		

Middle School Activities

Choral Director	\$989	\$989	\$989	\$1,004	\$1,004
Band and Orchestra	\$989	\$989	\$989	\$1,004	\$1,004
Drama			\$960	\$974	\$974
Drama Assistant			\$200	\$203	\$203
Student Activities Committee			\$989	\$1,004	\$1,004
Intramural Coach/Advisor			\$22.65/hr	\$22.99/hr	\$22.99/hr

Elementary Activities

Science Camp Chaperone			\$200	\$203	\$203
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District Wide Activities

NCA/SIP Chairperson			\$500	\$508	\$508
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Note:

1. Limited to One Per Building
2. If the Chair is given a released hour he/she will not be entitled to this extra pay.

Other

The flat rate extra pay per event is \$18/hr	\$18	\$18	\$18	\$18.27	\$18.27
Sell or Collect Tickets					
Supervise Students on Buses					
Crowd Control					

Instruction – Classroom (TEA Members Only)

	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Driver's Education Instruction	\$32.63	\$32.63	\$32.63	\$33.12	\$33.12
Adult Education	\$32.63	\$32.63	\$32.63	\$33.12	\$33.12
Summer School	\$32.63	\$32.63	\$32.63	\$33.12	\$33.12
Voluntary Substitute	\$32.63	\$32.63	\$32.63	\$33.12	\$33.12
Title I Tutors	\$32.63	\$32.63	\$32.63	\$33.12	\$33.12
Approved Prof. Develop. Instructor (Outside of Contracted Duty Days/Hours)	\$32.63	\$32.63	\$32.63	\$33.12	\$33.12

Instruction – Non-Classroom (TEA Members Only)

	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Driver's Education Road Supervision	\$22.65	\$22.65	\$22.65	\$22.99	\$22.99
Approved Summer Committee Work	\$22.65	\$22.65	\$22.65	\$22.99	\$22.99
Approved Prof. Develop. Attendee (Outside of Contracted Duty Days/Hours)	\$22.65	\$22.65	\$22.65	\$22.99	\$22.99

ARTICLE XXVI, Professional Compensation (continued)

VI. Payroll Schedule

In this Agreement, the teacher shall have the option of 21 or 26 pays.

A teacher selecting 26 pays, upon six weeks' notification to the Board may receive the balance of his/her salary on the last pay of the 21 pay period.

- VII. If the Trenton Board of Education approves a High School schedule that reflects a zero hour class and/or a seventh hour class, the teacher assigned to teach said class will be scheduled to start the work day one hour earlier or the work day one hour later, whichever is appropriate. However, if the scheduling of said teacher requires the teacher to teach six classes, then the teacher shall be compensated at one-sixth of said teacher's daily rate exclusive of other benefits. Should more than one teacher apply for said assignment, the Employer, in selecting the most competent applicant, agrees to give due weight to the professional background, training, and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. No teacher shall be required to work a zero hour class and/or a seventh hour class; rather the acceptance of such assignment is voluntary.

Absent the Board of Education's adoption of a zero or seventh hour, if the administration desires to have a middle school or high school teacher teach a zero or seventh hour, it will inform the Association, and solicit and deliberate on any input provided by the Association before offering the teaching assignment to an individual teacher. In such event, the teacher will be paid one-sixth of said teacher's daily rate exclusive of other benefits. No teacher shall be required to teach a zero or seventh hour, rather the acceptance of such assignment is voluntary.

If the administration desires to have a middle school or high school teacher teach during their preparation period, it will inform the Association, and solicit and deliberate on any input provided by the Association before offering the teaching assignment to an individual teacher. In the event that a teacher agrees to teach a class during his or her preparation period, the teacher will be paid one-sixth of said teacher's daily rate exclusive of other benefits. No teacher shall be required to teach a class during his or her preparation period, rather the acceptance of such assignment is voluntary.

ARTICLE XXVII

Calendar

(2007-08 and 2008-09)

- A. The Board shall determine the length of the school year.
- B. The Board and the Association agree that the total number of contracted days shall not exceed 200.
- C. The Association and the Board agree that the number of days that pupils shall be in school shall not exceed 179.
- D. The Board agrees that the work year shall not be longer than 185 duty days, which includes two .5 duty days during parent/teacher conferences.
- E. The Board agrees to pay for nine (9) vacation days of which five (5) shall occur during Easter Recess, Thanksgiving Friday, two (2) days between Christmas and New Years, and one (1) day in February (except for 2008, which will occur in April).
- F. The Board agrees to pay for six (6) holidays, which shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day.
- G. The Board and the Association agree that the teachers will participate in five (5) professional development days.
- H. For the 2006-2007 school year, continuation of calendar as in expired collective bargaining agreement with appropriate date changes. Revise calendar 2007-2008 and 2008-2009 as attached hereto, including the following changes:
 - a) One-half (1/2) day at the High School and Middle School will be defined as three (3) hours for students (i.e. reduction of 10 minutes at the High School, and 10 minutes at the Middle School).
 - b) One half (1/2) day at the Elementary Schools remains the same at three (3) hours and twenty (20) minutes for students.
 - c) There will be three (3) half days at the High School at the end of each semester for exams, with two (2) exams being administered per day.
 - d) On the day the High School administers the ACT exam and/or the PLAN exam, this will be a full duty day for teachers, but only those students taking the exam will be in attendance, and only for the length of time necessary for the exam.
 - e) There will be four (4) delayed starts per year at the Middle School, with the dates established in advance by the School District. On these days, students will report one (1) hour and twenty (20) minutes later than normal, and teachers will continue to report at their regular times. The one (1) hour and twenty (20) minute period will be used for team planning time.

TRENTON PUBLIC SCHOOLS
2007-2008 School Year Calendar

First Semester

	<u>C</u>	<u>D</u>	<u>V</u>	<u>H</u>
August	0	2	0	0
September	19	19	0	1
October	23	23	0	0
November	19	20	1	1
December	15	15	2	1
January	14	15	0	1

Second Semester

	<u>C</u>	<u>D</u>	<u>V</u>	<u>H</u>
January	4	4	0	0
February	21	21	0	0
March	15	15	5	1
April	19	20	1	0
May	21	21	0	1
June	9	9	0	0

	<u>C</u>	<u>D</u>	<u>V</u>	<u>H</u>
First Semester	90	94.5*	3	4
Second Semester	<u>89</u>	<u>90.5*</u>	<u>6</u>	<u>2</u>
	179	185	9	6

* Includes .5 duty day for parent conferences

Contracted Days 200

1. Teachers will report at the regularly scheduled time on Tuesday, August 28, 2007. Students will report on Tuesday, September 4, 2007, at the regularly scheduled time.
2. Parent/Teacher Conferences will be scheduled twice per year, once in November and once in March. Conferences will be conducted from 1:00 p.m. to 8:00 p.m. including one hour for dinner.
3. For the Christmas recess, school is dismissed at the end of the regular school day on Friday, December 21, 2007, and will resume at the regularly scheduled time on Monday, January 7, 2008.
4. The end of the first semester (January 25, 2008) shall be a half day of records, and a half day of professional development.
5. Teachers will be dismissed at the regularly scheduled time on Thursday, June 12, 2008, to conclude the school year.

2007-2008 School Year Calendar

Tuesday	August 28	Preparation for Opening
Wednesday	August 29	Professional Development
Tuesday	September 4	Opening Day for Students Morning only for students
Tuesday	November 6	Professional Development
Wednesday	November 14	Parent Conferences for Elementary and Middle School 1:00 p.m. - 8:00 p.m. Morning only for Elementary and Middle School students
Thursday	November 15	Professional Development / Elementary and Middle School Parent Conferences for High School 1:00 p.m. - 8:00 p.m. Morning only for all students
Friday	November 16	Professional Development / High School Morning only for High School students
Wednesday	November 21	Thanksgiving vacation begins at the end of the day
Monday	November 26	School resumes
Friday	December 21	Christmas vacation begins at the conclusion of the day
Monday	January 7	School resumes
Friday	January 25	End of first semester Records / Professional Development
Wednesday	March 5	Parent Conferences for High School 1:00 p.m. - 8:00 p.m. Morning only for High School students
Thursday	March 6	Professional Development for High School Parent Conferences for Elementary and Middle School 1:00 p.m. - 8:00 p.m. Morning only for all students
Friday	March 7	Professional Development / Elementary and Middle School Morning only for Elementary and Middle School Students
Friday	March 14	Spring vacation begins at the conclusion of the day
Tuesday	March 25	School resumes
Thursday	April 24	Professional Development; Delayed Winter Break begins at the conclusion of the day
Tuesday	April 29	School resumes
Wednesday	May 14	Morning only for students / Professional Development
Monday	May 26	Memorial Day Holiday
Thursday	June 12	Last Day for Students Morning only for Students/Records Day

TRENTON PUBLIC SCHOOLS
2008-2009 School Year Calendar

First Semester

	<u>C</u>	<u>D</u>	<u>V</u>	<u>H</u>
August	0	2	0	0
September	21	21	0	1
October	23	23	0	0
November	17	18	1	1
December	15	15	2	1
January	14	15	0	1

Second Semester

	<u>C</u>	<u>D</u>	<u>V</u>	<u>H</u>
January	5	5	0	0
February	18	18	1	0
March	21	22	0	0
April	16	16	5	1
May	20	20	0	1
June	9	9	0	0

	<u>C</u>	<u>D</u>	<u>V</u>	<u>H</u>
First Semester	90	94.5*	3	4
Second Semester	<u>89</u>	<u>90.5*</u>	<u>6</u>	<u>2</u>
	179	185	9	6

* Includes .5 duty day for parent conferences

Contracted Days 200

1. Teachers will report at the regularly scheduled time on Tuesday, August 26, 2008. Students will report on Tuesday, September 2, 2008, at the regularly scheduled time.
2. Parent/Teacher Conferences will be scheduled twice per year, once in November and once in March. Conferences will be conducted from 1:00 p.m. to 8:00 p.m. including one hour for dinner.
3. For the Christmas recess, school is dismissed at the end of the regular school day on Friday, December 19, 2008, and will resume at the regularly scheduled time on Monday, January 5, 2009.
4. The end of the first semester (January 23, 2009) shall be a half day of records, and a half day of professional development.
5. Teachers will be dismissed at the regularly scheduled time on Thursday, June 11, 2009, to conclude the school year.

2008-2009 School Year Calendar

Tuesday	August 26	Preparation for Opening
Wednesday	August 27	Professional Development
Tuesday	September 2	Opening Day for Students Morning only for students
Tuesday	November 4	Professional Development
Wednesday	November 12	Parent Conferences for Elementary and Middle School 1:00 p.m. - 8:00 p.m. Morning only for Elementary and Middle School students
Thursday	November 13	Professional Development / Elementary and Middle School Parent Conferences for High School 1:00 p.m. - 8:00 p.m. Morning only for all students
Friday	November 14	Professional Development / High School Morning only for High School students
Wednesday	November 26	Thanksgiving vacation begins at the end of the day
Monday	December 1	School resumes
Friday	December 19	Christmas vacation begins at the conclusion of the day
Monday	January 5	School resumes
Friday	January 23	End of first semester Records / Professional Development
Thursday	February 19	Winter break begins at the conclusion of the day
Tuesday	February 24	School resumes
Wednesday	March 4	Parent Conferences for High School 1:00 p.m. - 8:00 p.m. Morning only for High School students
Thursday	March 5	Professional Development for High School Parent Conferences for Elementary and Middle School 1:00 p.m. - 8:00 p.m. Morning only for all students
Friday	March 6	Professional Development / Elementary and Middle School Morning only for Elementary and Middle School Students
Thursday	March 19	Professional Development
Thursday	April 9	Spring vacation begins at the conclusion of the day
Monday	April 20	School resumes
Wednesday	May 13	Morning only for students / Professional Development
Monday	May 25	Memorial Day Holiday
Thursday	June 11	Last Day for Students Morning only for Students/Records Day

ARTICLE XXVIII

Employee Benefits

A. MEDICAL BENEFIT PLAN

The Employer agrees to pay the coverage for Blue Cross-Blue Shield Community Blue PPO Plan 1 for the employee and his/her immediate family. (See appendix A for explanation of coverage.)

Employees hired on or after February 1, 2003 who opt for coverage under the Medical Benefit Plan will be covered by Community Blue PPO Plan 1.

Effective February 1, 2003, those employees who are members of the Blue Cross-Blue Shield Blue Preferred PPO Plan will be transferred to the Community Blue PPO Plan 1.

Effective February 1, 2003, those employees in the Blue Cross-Blue Shield Traditional Core Plan will have the option of transferring to the Community Blue PPO Plan 1.

Effective July 1, 2003, employees enrolled in the Blue Cross-Blue Shield Traditional Core Plan will be required to make a monthly contribution based upon the following formula:

$(\text{Traditional premium} - \text{Community Blue Plan 1 premium}) \times 70\%$

This contribution will be recalculated annually each August and will be in effect September 1 - August 31. This contribution will be an automatic payroll deduction. June, July and August contributions for a 21pay employee will be deducted in June. If the employee is on an FMLA Leave of Absence, the employee will be responsible for making the monthly contribution to the district by the first of the month in which it is due. Payroll deductions will be made on a pre-tax basis through a premium conversion plan.

Effective July 1, 2007 the prescription drug co-pay will be \$10.00/\$20.00.

- B. The provisions of paragraph A shall take effect for any new employee upon the acceptance of his/her application forms by the company providing the benefit on the first calendar day of employment. An employee may elect a different option as defined in Paragraph H of this Article at the period of enrollment as defined by the provider.

C. LIFE INSURANCE

The Employer will provide group term life insurance in the amount of \$45,000

The Employer will provide term life insurance protection in the amount of \$15,000 to employees retiring on or after September 1, 1998. For these retirees term life insurance protection will cease on their 65th birthday.

ARTICLE XXVIII, Employee Benefits (continued)

D. DENTAL INSURANCE

The Employer agrees to provide a Dental Plan for the employee and his immediate family. The plan to be equivalent to the M.E.S.S.A. Delta Dental Plan 100/90/90/90:900 including internal and external coordination of benefits (COE) and includes card recognition. Class I, Class II, Class III benefits are a maximum of \$1,200 per person per benefit year. Class IV benefits will not exceed a lifetime maximum of \$900 per eligible person.

E. VISION INSURANCE

The Employer agrees to provide a Vision Care Plan for the employee and his immediate family. The plan to be equal to the M.E.S.S.A. Full Family Vision Care Plan VSP-3 GOLD and includes card recognition.

F. FLEXIBLE SPENDING ACCOUNTS

The employer will make available to each eligible employee the following flexible spending arrangements (FSA) as defined under Section 125 and other Sections of the Internal Revenue Code.

- a) Health Care Reimbursement Account; this amount cannot exceed \$1,500 per calendar year.
- b) Dependent Care Reimbursement Account; this amount cannot exceed \$5,000 per calendar year.

G. In the event both spouses are subject to the provisions of this Agreement, the Employer agrees to pay into the Medical Benefit Plan, as defined herein in paragraph A, the cost for one of the spouses. The other spouse shall be entitled to elect the monthly benefit as defined in Paragraph H of this Article.

H. An employee may opt to receive \$100 monthly in lieu of the Medical Benefit Plan described in Paragraph A. This \$100 may be taken as an annuity.

I. A teacher who begins a part-time work schedule after the ratification of this Agreement by both parties [April 23, 2007] shall be eligible for the benefits set forth above, provided that the teacher contributes toward the cost of the benefit as set forth herein. The Employer will pay the percentage of the cost of the benefit equal to the percentage of the teacher's assignment, with the teacher paying the balance by payroll deduction. (For example, a teacher employed to work a 0.6 schedule will pay 40% of the cost of the benefit, with the Employer paying the remaining 60%.)

(This means a teacher employed as a part-time teacher at the ratification of this Agreement [April 23, 2007] will continue to receive the benefits set forth above at no cost to the teacher.)

J. As to prescription drug coverage, the School District will have the right to change the benefit manager to Pharmacare or Blue Cross/Blue Shield, provided that there shall be no reduction in benefits.

ARTICLE XXIX

Definitions

The following definitions shall be applicable to this Agreement:

- A. The term "Employer" shall mean the Board of Education of the Trenton Public Schools, Wayne County, Michigan.
- B.
 - 1. The term "Union" shall mean the WC/MEA/NEA.
 - 2. The term "Local Association" shall mean the Trenton Education Association.
- C. The terms "Employee or Teacher" shall refer to all duly certified employees.
- D. Full Time Basis - Full time basis shall designate teachers who are assigned a full schedule of teaching duties for a minimum of a ten (10) month school year.
- E. Part Time Basis - Part time basis shall designate teachers who are not assigned a full schedule of teaching duties and whose schedule is based on an hourly, daily, or weekly basis.
- F. Recess Time - Recreational time set aside in elementary schools under teacher supervision which is duty time but shall not be considered teacher preparation time. A teacher may supervise more than one homeroom class at recess time. The non-supervising teacher's time, while his/her class is on recess, shall be considered preparation time beyond that guaranteed in Article XVIII, Paragraphs D. and E.

ARTICLE XXX

Special Provisions - Title I Tutors

- A. The Title I program is fully-funded by the Federal government through the Michigan Department of Education. As a consequence, the Department of Education (Federal or State) exercises its right to expand, modify, or terminate the program as it deems necessary and appropriate. Therefore, Title I Tutors shall be subject solely to the provisions of this Article XXXI.
- B. Employees of the Title I Tutor classification are subject to the directives of the Michigan Department of Education regarding the Title I program. The program is administered by the Trenton Public Schools in strict compliance with the rules and regulations governing the program.
- C. In the event the Title I program is terminated, all employees of the Title I Tutor classification shall have their employment with the Trenton Public Schools terminated.
- D. Tutors whose services have been terminated due to the termination of the Title I Program will retain their rights to future recall as a Title I Tutor if the Title I Program is reinstated.
- E. It is recognized that the WC-MEA/NEA is the sole bargaining agent for the employees of the Title I Tutor classification who are subject to the provisions of this article.
- F. As a member of the WC-MEA/NEA, an employee of the Title I Tutor classification is subject to the provisions of and entitled to the protection of Article II - Membership, Fees, & Payroll Deductions, Article IV - Minimal Professional Qualifications, Article VII - Teacher's Rights, and Article XXVII, Professional Compensation, Hourly Rate.
- G. Seniority within the Title I Tutor classification shall be from the date of hire as a Title I Tutor.
- H. When ranking employees of the Title I Tutor classification, if two or more employees have the same date of hire, they shall participate in a drawing, by lot, to determine their respective positions on the Title I Tutor seniority list. The Association shall be notified in writing of the place, date and time of the drawing.
- I. If a vacancy occurs in the Title I Tutor classification, an employee of the Title I Tutor classification may apply for such vacancy. In filling such vacancy, the employer agrees to give due weight to the professional background, training, and attainment of all applicants, the length of time each has been in the school system of the district, and other relevant factors including, but not limited to, the length of time the applicant has been a Title I Tutor.

Article XXX - Special Provisions - Title I Tutors (cont.)

- J. If a vacancy occurs outside the Title I Tutor classification, an employee of the Title I Tutor classification may apply. If the applicant is denied an interview, the applicant may, in writing, request the reason(s) for such denial and receive a written response.
- K. When conditions warrant a reduction in the Title I Program, the Employer shall determine the number of positions to be eliminated. Should a reduction in the Title I Program staffing be deemed necessary, the reduction shall be on the basis of seniority in the Title I Tutor classification, the lowest seniority employee(s) will be placed on lay-off.
- L. Should the Board deem a vacancy exists in the Title I Program and there exists employees of the Title I Tutor classification on lay-off, the senior Title I Tutor shall be recalled to the vacant position. The recalled senior Title I Tutor shall have ten (10) days to decide as to his/her acceptance of the position and if the position is declined, the employee shall be removed from the lay-off list and not entitled to further recall.
- M. When an employee of the Title I Tutor classification becomes aware of a grievance, said employee shall meet with the Elementary Curriculum Specialist in an informal conference. The employee may be accompanied by a building representative at the informal conference. If an informal conference fails to resolve the problem, the grievant(s) may proceed under the provisions of Article XII, Grievance Procedure of this Agreement.
- N. Employees of the Title I Tutor classification shall be entitled to six (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years' Day, Good Friday, and Memorial Day.
- O. Employees of the Title I Tutor classification shall be entitled to four (4) sick days per school year for which they will be compensated at 100% percent of their daily rate. Unused sick days are to accumulate to a personal bank not to exceed ten (10) days.
- P. Employees of the Title I Tutor classification shall be entitled to two (2) days for bereavement.

DURATION OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement shall remain in effect from date of ratification, and shall continue into effect through the 31st day of August 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives the day and year first above written.

WAYNE COUNTY-MEA/NEA MABO
Trenton Education Association

BOARD OF EDUCATION OF
TRENTON PUBLIC SCHOOLS

By
WC MEA/NEA MABO President

By
Its President

By
WC MEA/NEA MABO
Bargaining Chair

By
Its Vice-President

By
Trenton EA District Director

By
Its Superintendent

By
Trenton EA District Negotiator

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED between the Trenton Public Schools ("the School District") and the Wayne County MEA/NEA (Trenton) ("the Association") as follows:

1. A Performance Evaluation Study Committee is hereby created during the term of the 2005-2009 collective bargaining agreement between the parties. The purpose of this Committee is to review the current performance evaluation instrument and process, and, if necessary, to make recommendations to the Superintendent concerning alterations or amendments to that instrument and/or process.
2. This Committee shall be comprised of no more than five (5) members appointed by the Association and no more than five (5) members appointed by the School District. All appointments must be made no later than November 1, 2007. The Committee may use consultants.
3. The Committee will not be authorized to make any changes to the language of the collective bargaining agreement between the parties.
4. This document represents the entire agreement of the parties hereto as to the matters to which it relates, and no other such agreement shall be binding unless in writing and signed by the parties.

THE SCHOOL DISTRICT

By: *[Signature]*

Its: *Superintendent*

Date: 4/25/07

THE ASSOCIATION

By: *[Signature]*

Its: *District Director*

Date: 4/25/07

LETTER OF UNDERSTANDING - ESEA

IT IS HEREBY AGREED between the Trenton Public Schools ("the School District") and the Wayne County MEA/NEA (Trenton) ("the Association") as follows:

1. Prior to making a decision under Phase Three of a corrective action plan or Phase Four of a restructuring plan, the School District shall meet with a District-Wide NCLB School Options Committee (DW-SOC) provided for under ESEA. The committee shall consist of equal numbers of members appointed by the Association and the School District. The DW-SOC shall explore alternative solutions to bring the school into compliance with the Act.

2. The School District will share information and data with the DW-SOC in the form of reports from the State on the need for improvement or failing to meet AYP. Copies of the data shall also be sent to the Association.

3. The DW-SOC may make recommendations to the Superintendent for possible corrective action by the Superintendent and the Board. The recommendations will also be sent to the District Director of the Wayne County MEA/NEA (Trenton).

4. The parties recognize that the School District's compliance with any provisions of ESEA of NCLB, or any administrative or court ordered directive issued under either of those statutes, prevails over any conflicting provisions of the parties collective bargaining agreement. Nonetheless, in the event that the School District may comply with such statute, administrative or court ordered directive without violating the terms of the parties' collective bargaining agreement, it will do so in lieu of other means of compliance that would violate the parties' collective bargaining agreement.

5. If approved by both the State of Michigan and the United States Department of Education, HOUSSE options will be available to any re-assigned member. The process and documents developed during the 2004-2005 school year will be followed.

THE SCHOOL DISTRICT

By: 

Its: 

Date: 4/25/07

THE ASSOCIATION

By: 

Its: District Director

Date: 4/25/07

Letter of Understanding

Between The

Trenton Public Schools

And the

Wayne County-MEA/NEA (Trenton)

IT IS HEREBY AGREED between the Trenton Public Schools ("the School District") and the Wayne County MEA/NEA (Trenton) ("the Association") as follows:

With respect to the Salary Increase Percentages set forth in Article XXVII, Section IV, of the Collective Bargaining Agreement and ratified both by the Association (April 20, 2007) and approved by the Board of Education on April 23, 2007, the following applies:

For each of the school years 2006-07, 2007-08, and 2008-09, and only at Step 10, both parties agree to "blend" the first and second semester increases such that a teacher at Step 10 will receive more compensation in the first semester but less compensation in the second semester than is referenced in the individual contract.

For example, the Collective Bargaining Agreement provides for a salary increase of 1% at the start of the first semester (2007-08) and an additional 1% at the start of the second semester (2007-08). In this example, the effective pay out rate will be a blended rate that is arrived at by averaging the two (first and second) semester's salary schedule together, and then the blended rate will be paid out throughout the school year. There will be no additional salary increase at the start of the second semester. The salary schedule for 2008-2009 however will remain as agreed to in the Collective Bargaining Agreement.

The parties agree that the terms and provisions of this "Letter of Understanding" do not represent, nor are they intended to create, a binding precedent or past practice in any other matter.

The parties agree that this "Letter of Understanding" constitutes the entire agreement between the parties pertaining to the subject matter addressed herein, and that any other agreement must be in writing and signed by all parties.

THE SCHOOL DISTRICT

THE ASSOCIATION

By: 

By: 

Its: 

Its: 

Date: 4/30/07

Date: 4/30/07

APPENDIX A

Community Blue PPO I Plan Description

Group #67818-005

Blue Cross Complementary Group Benefits Certificate

Community Blue Group Benefits Certificate

Blue Shield 65 G-1 (II) Benefit Certificate

Riders:	ASFP	BCP-PPO	BMT	CB-MH 20%	CB-PCB
	CNM	CNP	CRNA	DCCR	ECIP
	ESRD	GCO	GCP-D	GLE-1	GPC-SAT-2
	HCA	HMN	ICMP	MLOS	ODMP
	PDC	RAPS	SD	SOCT	SOT-PE
	SUBR02	XVA			

Master Medical 65 Certificate

MM65AL

MMC-PD

Preferred RX Plan

MOPD

PCD

PD-CM

PD-CR \$10/20

PDRX RXDAA

Traditional Core Coverage

Group #67818-000

Comprehensive Hospital Care Certificate A semi-Private Room

0959

PSG-2 Professional Services Group Benefit Certificate

1880

Prescription Drug Group Benefit Certificate PD87

0087 (\$10/20)

Master Medical Supplemental Benefit Certificate Catastrophic Coverage 4

4794

D45NM	2288	EBMT	4397
XF	0627	EF	1991
OPC	2290	OPPC	0665
CC	2286	CLC	0662
FAE-RC	0218	VST	4664
ML	1892	PTB	5687
PPNV	4641	COB-3 (B)	0540
SUBRO-2	5220	HMN	5227
ASFP	5821	RDC	3691
CNM	6600	CNP	3687
RAPS	7469	RAPS-2	4359
TSA	3693	NC	4359
X-TMJ	7103	MMCX-TMJ	7106
BMT	4398	MMC-PD	4786
SD	4651	DC	4656
SAT-2	4081	PRE 100/20	7107
SOT-PE	9909	GLE-1	9930