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Lake Shore Public Schools  
(St. Clair Shores)

COLLECTIVE BARGAINING AGREEMENT

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between

BOARD OF EDUCATION

LAKE SHORE PUBLIC SCHOOLS

and

LAKE SHORE FEDERATION OF TEACHERS

1968-69 School Year

St. Clair Shores, Michigan

MEA  
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East Lansing, Mich. 48823

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LAKE SHORE BOARD OF EDUCATION  
LSFT COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1968 between the Board of Education of the LAKE SHORE PUBLIC SCHOOLS hereinafter called the BOARD and the Lake Shore Federation of Teachers, AFT hereinafter called the FEDERATION.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, at a representation election held on March 8, 1966 the FEDERATION was selected by a majority of the employees of the BOARD covered by this agreement as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and was thereafter duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan, and

WHEREAS, the BOARD recognizes that teaching is a profession, and

WHEREAS, the FEDERATION recognizes that the BOARD under law has the final responsibility for establishing rules and regulations and policies for the proper establishment, maintenance, management and carrying on of the public schools of the district, and

WHEREAS, during the 1967 - 1968 school year collective bargaining negotiations have been conducted between representative of the parties during which certain understandings were reached and the parties now mutually desire to incorporate such understandings into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived the parties respectively agree:

ARTICLE I

RECOGNITION

Section 1. Purpose

The parties hereby enter into this agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965 to incorporate in this formal written collective bargaining agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. Definitions

- (A) BOARD shall mean the Board of Education of the Lake Shore Public Schools.
- (B) FEDERATION shall mean the Lake Shore Federation of Teachers, AFT.
- (C) TEACHER shall mean any member of the bargaining unit except a nurse as hereinafter defined. A full-time teacher is one whose assignment is for half time or more.

- (D) NURSE shall mean any registered nurse who is a member of the bargaining unit and employed in the School Health Service. A full-time nurse is one whose assignment is for half time or more.
- (E) EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined.
- (F) BUILDING REPRESENTATIVE shall mean representative of the FEDERATION or his alternate designee in each school building.
- (G) ADMINISTRATOR shall mean any employee of the BOARD who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.
- (H) SCHOOL shall mean any work location within the school district, provided, it is understood the provisions of this agreement shall apply to an employee while engaged in a field trip or other authorized school function outside of the district.
- (I) In the construction of the words used in this agreement whenever the singular number is used it shall include the plural and whenever the masculine is used it shall include the feminine.

### Section 3. Recognition of Federation

The BOARD recognizes the FEDERATION in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all certificated instructional personnel employed by the BOARD and school nurses excluding the superintendent, assistant superintendents, administrative assistants, curriculum coordinator, director of special education, director of vocational education, principals and assistant principals, athletic director, full time administrative interns, and such other executive or supervisory positions as may be established hereafter by the BOARD.

### Section 4. Exclusive Collective Bargaining Agreement

The BOARD shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of the agreement.

### Section 5. Nondiscrimination

The FEDERATION agrees to maintain its eligibility to represent all employees by continuing to admit such employees to membership without discrimination on the basis of race, creed, color, age, national origin, sex, marital status, or any other basis and to represent equally all employees without regard to their membership, participation in, or association with the activities of any employee organization. The BOARD agrees to continue its policy on nondiscrimination against any employee on the basis of race, creed, color, age, national origin, sex, marital status or membership, participation in or association with the activities of any employee organization.

### Section 6. Employees' Right to Join Organization

The BOARD recognizes that each employee has the right to organize, join and support any collective bargaining organization or any other professional organization but membership in any such organization shall not be required as a condition of employment.

## Section 7. Authority of the Board

The BOARD hereby reserves unto itself, limited however, by the specific and express terms of this agreement, all powers, rights, authority, duties, and responsibilities delegated to it under the laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

- (A) To the executive management and administration control of the school system and its properties and facilities, and the formulation and enforcement of reasonable work rules for its employees while they are on duty;
- (B) To, subject to the provisions of law, hire all employees, to determine their qualifications, to discipline or dismiss, and promote and transfer all such employees;
- (C) To establish grades, courses, and reasonable methods of instruction, including special programs, and to provide for athletic, recreational, and social events for the students;
- (D) To approve the purchase of textbooks, teaching materials, and teaching aids of every kind and nature.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Board, adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this agreement. However, the BOARD shall not change or adopt any policies, rules, regulations, or practices relating to rates of pay, wages, hours of employment, or other conditions of employment which may not be expressly set forth or otherwise incorporated by reference in this agreement without collective bargaining and agreement with the FEDERATION.

## Section 8. Bond Issues and Millage Elections

Whenever a bond issue or millage election is contemplated, the BOARD shall meet with the FEDERATION at its request so that it may present its views on the subject(s) before any proposals are made final and submitted to the board for action.

## Section 9. Effect on Existing Individual Contracts

Individual written contracts shall be issued only to non-tenure teachers, however, any such individual contracts shall be subject to this agreement and each of the terms and conditions hereof shall control and supersede any provision of such contracts in conflict therewith.

## Section 10. Distribution of Agreement

The BOARD shall cause the preparation of sufficient copies of this agreement to be made for distribution by the FEDERATION to each employee covered hereby.

## Section 11. Strikes Prohibited

The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the FEDERATION agrees that no employee shall strike as defined in Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this agreement. Any employee who violates this provision shall be subject to discharge in the discretion of the BOARD in accordance with the procedural requirements of said Act 379.

## Section 12. Scope of Agreement

The parties hereto mutually acknowledge that this agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiation which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof. Provided, the BOARD will not change any existing policy relating to rates of pay, wages, hours of employment or other conditions of employment which may not be expressly set forth or otherwise incorporated by reference in this agreement without collective bargaining and agreement with the FEDERATION.

## Section 13. Federation's Indemnification of the Board

It is expressly and mutually understood that the FEDERATION hereby agrees to indemnify and save the BOARD harmless against any and all employee claims arising directly or indirectly out of, or because of, the BOARD'S compliance with Article II, Section 13 of this agreement which calls for the payroll deduction of employee dues and payment to the FEDERATION.



ARTICLE II

FEDERATION MATTERS

Section 1. Federation use of School Rooms

The FEDERATION may use available and appropriate rooms in the schools for its meetings after school hours and otherwise in accordance with the same policies heretofore or hereafter established by the BOARD for the use of such premises by any other group or organization, provided, the BOARD shall not change any policy it may now or hereafter establish for the use of such premises in a manner so as to discriminate against the FEDERATION or otherwise prohibit their use of such premises in accordance with the intent of this provision.

Section 2. Bulletin Boards

The BOARD shall provide one (1) separate bulletin board of approximately 3 feet by 4 feet in size in each teacher's lounge for the exclusive use of the FEDERATION for posting any and all materials or literature pertaining to the business of the FEDERATION except any such materials or literature of a political nature.

Section 3. Federation use of Mail Boxes

The FEDERATION may place any materials or other literature pertaining to the business of the FEDERATION except of a political nature in the school mail boxes.

Section 4. Federation Paper Supply

The BOARD agrees to furnish such reasonable paper supply to the FEDERATION as it may need and use in its operations, to be paid for by the FEDERATION at the cost incurred by the BOARD. It is understood and agreed the BOARD is not obligated to place a special order for the FEDERATION or to otherwise maintain an inventory of such paper as the FEDERATION may desire.

Section 5. Access to Board Information

The BOARD agrees to furnish to the FEDERATION, upon request, such data as it may possess at the time of such request concerning the financial resources of the district, rates of pay, wages, hours of employment, or other conditions of employment of the employees covered hereby, together with any written information it may possess which is relevant and material to the processing of any grievance under the grievance procedure established in this agreement.

In addition, all federal funds received by the BOARD for the current school year shall be itemized by legislative source, amount, and program for which the funds are to be used, and such an itemized list shall be delivered to the FEDERATION, upon its request, within thirty days. Sometime during the last quarter of the current school year, the BOARD shall provide, upon the request of the FEDERATION, a listing of anticipated federal funds by legislative source, indicating the approximate amount to be received and the program for which such funds are to be used.

Section 6. Notice to Federation of Board Meetings

The FEDERATION shall be given written notice of any regular or special meeting of the BOARD by delivery of a written notice thereof with a copy of the agenda for such meeting,

if any there be, to the president of the FEDERATION or his duly designated representative. Delivery of such notice may be made personally or by first class mail at the option of the BOARD, provided, however, any such notice shall be delivered not later than 24 hours prior to the scheduled time of such meeting.

#### Section 7. Conduct of Federation Business

All FEDERATION business which may be conducted during school hours shall be done without the assistance of students and in a manner so as not to interfere with the instructional program or the regular assigned duties of any employee.

#### Section 8. Released Time for Federation President

The BOARD agrees that the president of the FEDERATION shall be released from his regular assignment with full pay for the last two consecutive regularly assigned periods of each school day for the purpose of handling business of the FEDERATION relating to this district. This provision is subject to renegotiation in the event and at such time as the FEDERATION may elect as its president an employee from other than the secondary schools of the district.

#### Section 9. Federation Building Representative

The FEDERATION building representative or his designee shall be given a brief amount of time on the agenda of each building's teachers' meeting for reports and announcements.

#### Section 10. Leave of Absence

One teacher per year who is appointed or elected to a full time position with the FEDERATION or any organization with which it is directly affiliated shall be granted a leave of absence without pay, for the purpose of accepting such a position. The full time position shall have a clear connection with teacher welfare and improvement of education in general. Credit on the salary schedule, not to exceed two years, for such experience shall be granted upon return to the school district.

#### Section 11. Federation Monthly Meeting

The administrative staff shall schedule no faculty meetings or other meetings after school on the fourth Tuesday of each month so that teachers may attend the monthly membership meetings of the FEDERATION.

#### Section 12. Special Conferences

- (A) Conferences with Superintendent. The BOARD agrees that the superintendent shall meet once each month during the school year upon request of the FEDERATION with its representatives at a mutually convenient time and place to discuss matters relating to the implementation of this collective bargaining agreement or any other collective bargaining subject which either party desires to discuss. The FEDERATION likewise agrees to meet on such basis and for such purposes at the request of the superintendent.
- (B) Conference with Building Principals. The BOARD agrees that each building principal shall meet once each month during the school year upon request of the FEDERATION with its representatives at a mutually convenient time and place to discuss matters relating to individual building practices. The FEDERATION likewise agrees to meet on such basis and for such purposes at the request of the building principals.

### Section 13. Dues Payroll Deduction

The BOARD shall deduct FEDERATION dues from the first paycheck of each month for each employee for whom the FEDERATION has, on file, a written authorization to do so. Such deductions shall continue until the Business Office is in receipt of a written revocation of such authorization or until the employee's services are terminated. The following enrollment periods shall apply for the commencement of all deductions: two weeks prior to the first paycheck in October, December, March, and May. All dues deductions shall be forwarded by the BOARD to the local union financial officer not later than seven calendar days after such deductions are made.

## ARTICLE III

### GENERAL PROVISIONS AFFECTING EMPLOYMENT

#### Section 1. Employee Responsibility

It is mutually agreed the educational quality of the school system reflects the ideals, motives, preparation and conduct of its employees. In discharging their professional obligations, all employees will observe and be guided by those principles and requirements set forth in Section A of Part III of the existing BOARD policies.

#### Section 2. Teacher Employment Requirements

- (A) Degree and Certificate Requirement. Each teacher employed by the BOARD shall hold a Bachelors Degree from an accredited college or university and a valid State of Michigan teaching certificate which shall be duly recorded with the Intermediate School District Superintendent.
- (B) Health Requirements. Each employee shall have a condition of general health sufficient to permit the employee to successfully perform the expressed and implied duties of the position for which he is employed. The BOARD reserves the right to require a health examination for all employees by such duly licensed physician as the BOARD may designate at its expense.

#### Section 3. Open Personnel File

This provision shall be applicable to all non-confidential material of whatsoever nature placed in the personnel file of every employee subject to this agreement. "Non-confidential" is herein defined to mean all material to be placed in such files subsequent to employment exclusive of college credentials, letters of recommendation and/or any other pre-employment materials which are not received for insertion in a file prior to actual employment.

- (A) Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall affix his signature to the actual copy of the material to be filed, such signature shall be construed as an acknowledgment by the employee that he has read the material but shall not signify that he necessarily agrees with its content.
- (B) Each employee may submit his written and signed answer to any such material and such answer shall be included in his personnel file.
- (C) Each employee may examine the non-confidential content of his personnel file at reasonable time and place and he may reproduce any portion or the whole of such non-confidential material.

- (D) Confidential materials included in an employee's personnel file shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent and such material shall be made available to the employee at his request.
- (E) Material shall be removed from the personnel file if and when an employee's claim that such material is inaccurate is sustained through the grievance procedure.

#### Section 4. Disciplinary Action and Legal Assistance to Employees

Each employee shall comply with the disciplinary policy of the BOARD. If complaint is made or suit is instituted against any employee, he may request that the BOARD provide legal counsel and such legal assistance shall be made available by the BOARD at its expense, provided the action of the teacher was consistent with the BOARD'S disciplinary policy. In the event of an assault upon a teacher, where injuries have been suffered or in which there appears to have been malicious intent, the BOARD shall, after an appropriate investigation, report the matter to the proper police authorities, if the assault involved a secondary pupil. In all cases, the BOARD shall, at its expense, make available to the affected teacher the BOARD attorney who shall advise the teacher as to his legal rights regarding such an assault. Such advice shall be related only to the criminal action and/or a possible counter suit. It is again understood that the teacher must have acted in a manner consistent with BOARD policy.

#### Section 5. Disruptive Pupil

So that student classroom behavior may be more effectively managed by a teacher, so as to develop the best possible learning situation, disruptive pupils may be formally identified by a teacher.

(A) Prior to such formal identification the teacher must have:

- (1) Referred the pupil in writing to and discussed him with the appropriate administrator on at least two different occasions regarding separate incidents:
- (2) Conferred with the pupil, his parent, and, where applicable, his counselor on at least one occasion regarding the pupil's disruptive behavior.

(B) Upon a teacher's written identification of a disruptive pupil in his classroom, the pupil shall be removed from the classroom pending a conference to provide special help for such pupil. This conference shall include the teacher, appropriate administrator and two or more of the following as selected by the administrator, except that in the elementary only one or more of the following need be selected:

School Counselor  
School Diagnostician  
School Social Worker  
School Nurse  
Speech Therapist

This conference may include anyone else as mutually agreed upon by the teacher and building administrator. Finally, the professional conferees shall formulate specific recommendations as to the feasibility and time of the pupil's return to the classroom and recommendations upon that return regarding the future management of the pupil's school behavior.

- (C) Nothing herein shall be construed as prohibiting or limiting any special conferences, suspensions, or expulsions of any kind that might otherwise be put into effect.

#### Section 6. Discipline Cause

No teacher shall be disciplined, reprimanded, reduced in compensation, or formally warned without just cause.

A teacher at his request, shall be entitled to have present a representative of the FEDERATION when he is being reprimanded, warned, or disciplined. In the event that an administrator wishes to call a meeting or conference with the intention of issuing a reprimand, warning, or disciplinary action to a teacher, the administrator shall first inquire of the teacher as to whether or not the teacher wishes to have present a representative of the FEDERATION. When a request for such representation is made, no action shall be taken with respect to the teacher, until the representative is present.

#### Section 7. Teacher Ordering of Equipment and Supplies

The BOARD recognizes the legitimate interest and concern of the teacher in receiving adequate classroom equipment and supplies to implement and maintain a quality program of education. The FEDERATION recognizes that furnishing such equipment and supplies is dependent in part upon availability of funds and/or the market availability of such equipment and supplies. In recognition of these facts, the parties agree that when a teacher's order for equipment or supplies is denied in whole or in part, upon request of the teacher he will be given the reasons for such denial. It is further agreed that if any teacher desires to order equipment and supplies by a list indicating priority, such priority will be followed by the building administrator in ordering and making available such equipment and supplies, subject to the limitation expressed above.

#### Section 8. Teacher Assignments

The parties mutually recognize the legitimate interest of the teacher in respect to his work assignment and the responsibility of the BOARD to assign the teacher where his training, experience and disposition will serve the best interests of the students and the instructional program of the district. To these ends the following procedure will be followed.

- (A) No teacher in the secondary schools shall be assigned to teach outside of his major or minor areas as determined by the institution recommending certification, without his consent. Provided, that in the junior high schools, a teacher may be temporarily assigned outside of his major or minor areas for a period not to exceed one year when no other reasonable recourse is available to the appropriate administrator. In an elementary self contained classroom, the elementary teacher shall teach such subjects as may be required in the instructional program for the particular class. Elementary teachers shall be given their preference in assignment except when another assignment better serves the interests of the students and/or the instructional program of the district.
- (B) No secondary teacher's assignment shall contain more than three separate preparations, unless:
- (1) A teacher suggests to the building administrator that he be assigned to more than three;
  - (2) It can be shown that compliance with this provision would mean a curtailment of the educational program which could not otherwise be avoided.

(3) A teacher could not have the required number of assignments.

Classes using different officially adopted textbooks shall be considered different preparations. This provision shall not prevent ability grouping of classes or any other educational innovations which are determined in concert with the teaching staff involved.

- (C) No teacher in the secondary schools shall have more than three consecutive periods of assigned responsibility unless:
- (1) A teacher suggests to the building administrator that he be assigned to more than three consecutive periods;
  - (2) It can be shown that compliance with this provision would mean a curtailment of the educational program which could not otherwise be avoided;
  - (3) A teacher could not have the required number of assignments.
- (D) The number of different rooms to which a teacher is assigned shall be held to the absolute minimum which is educationally sound and administratively possible.
- (E) Tentative class schedules for the ensuing school year shall be given to teachers prior to the close of the current school year.
- (F) If the tentative schedule of any teacher must be changed after the current school year has ended, in order to serve the best interest of the students and/or the instructional program of the district, the appropriate administrator shall discuss such change with the teacher involved as soon as possible. During the summer months when school is not in session, it shall be deemed sufficient attempt to contact the teacher if the BOARD causes a letter concerning the matter to be mailed to the teacher by first class mail addressed to his last known address. The teacher shall thereafter contact the appropriate administrator to discuss the matter as soon as may be convenient.
- (G) At the option of the affected teacher, the reasons for a change of assignment shall be put in writing.

#### Section 9. Supervision Duties

No secondary teacher shall be assigned to be responsible for supervising, in a non-instructional activity, more than 100 pupils at any one time, unless additional teachers over and above a building's allocation would have to be hired in order to conform to this provision.

#### Section 10. Non-teaching Assignments

Study hall and lunch duty assignments in the secondary schools will be made from a posted rotation pool established within each building. Any teacher may enter his name into the pool and the building principal may enter the name of any teacher.. The principal, however, may remove any teacher's name from the pool after conferring with that teacher regarding the criteria and how he meets those criteria for such an assignment. Upon request of the affected teacher, the reasons for such removal shall be placed in writing.

## Section 11. Probationary Teacher Evaluation

Mutual recognition that the proper evaluation of a probationary teacher is important and necessary to the teacher and the school district, the following requirements and procedures shall be applied:

- (A) The appropriate administrator shall evaluate all probationary teachers in his building in accordance with the following procedure and requirements:
  - (1) He shall have at least three informal conferences with the teacher before the first official report to the superintendent which shall be submitted on or about December 1 of each school year.
  - (2) He shall identify to the teacher any clearly observable inadequacies and offer appropriate assistance to correct such inadequacies.
  - (3) He shall submit the final report to the superintendent on or before March 1 of each school year. This report will include his recommendation concerning probationary or tenure status for the teacher.
  - (4) The principal's report to the superintendent shall be descriptive in form and based upon requirements and expectations established by the BOARD.
  - (5) When any probationary teacher does not agree with the evaluation of his principal, he may require an evaluation by an ad hoc committee as provided in sub-section (B) below.
- (B) Ad hoc committee. If a probationary teacher believes that the principal's evaluation is inaccurate, he may require the appointment of an ad hoc committee consisting of not less than three nor more than five professional persons of his choice. The principal shall set up the committee within one week after the request therefor has been made. The committee shall then submit its evaluation report to the principal who shall discuss it with the committee prior to submitting his report to the superintendent. If the problem is not resolved by such report and conference, the principal shall submit a copy of the committee report to the superintendent along with his evaluation report. In that event, final judgement shall be made by the superintendent.

## Section 12. Discharge Policy for Probationary Teachers

No probationary teacher shall be suspended, discharged or fail to have his contract renewed unless, at his option, he;

- (A) has received in writing the specific reasons for such action,
- (B) has had an opportunity to fully discuss the matter with his immediate supervisor and the superintendent, and,
- (C) has received a closed hearing before the Board of Education.

## Section 13. Transfer of Probationary Teachers

A probationary teacher may not transfer during his first year without the approval of his building administrator.

## Section 14. Transfer of Employees

The parties mutually recognize the legitimate interest of the employee in respect to his work location and position within the educational program in the district and the responsibility of the BOARD to place the employees where positions are available within the district and in such manner as will serve the best interests of the students and the instructional program of the district. It is agreed, therefore, that the procedure hereinafter established will be followed.

- (A) "Transfer" shall mean the movement of an employee from one building to another or from elementary to secondary education or secondary to elementary education, as the case may be.
- (B) General Provisions.
  - (1) Present employees shall be afforded an opportunity to transfer to other positions before the employment of new personnel.
  - (2) All vacant positions within the bargaining unit will be listed and announced through the administrative bulletins and/or a special bulletin distributed to all employees.
  - (3) The following factors will be considered in all transfers.
    - (a) Training and qualification of the employee for the position.
    - (b) Certification requirements.
    - (c) Length and area of teaching experience inside the district.
    - (d) Length and area of teaching experience outside the district.
    - (e) Major and minor areas of professional training.
    - (f) Type and number of college degrees.
    - (g) Sex (only where this factor would be important as it affects the position involved.)
  - (4) All transfers will be governed by the requirements of law pertaining to certification and the North Central Association of Colleges and Secondary Schools.
- (C) Voluntary Transfers
  - (1) Any employee may submit a written request to his building principal for a transfer to another work location or assignment. These requests shall be filed in accordance with a deadline established annually by the superintendent and such request must be renewed annually. Such request may be submitted even though an opening does not exist at the time thereof.
  - (2) A file of all transfer request shall be maintained in the personnel office.
  - (3) An interview will be held between the employee and the receiving principal and, where necessary or appropriate, the administrator in charge of personnel.



- (4) The employee will be informed as to approval or denial of his request within a reasonable time after the interview. If his request is denied, he shall be granted an interview with the appropriate administrator upon request and the reasons for denial will be placed in writing at the option of the employee.

(D) Involuntary Transfer

- (1) When there is an excess of qualified employees in any school resulting from the ratios and/or instructional program established by the BOARD all reasonable efforts shall be made for the voluntary transfer of qualified employees in any school, the superintendent shall arrange for the involuntary transfer of these employees.
- (2) When determining which of the employees shall be first involuntarily transferred, the deciding factor shall be the length of service in the district. In the event that employees have equal length of service the factors listed in Paragraph (B) (3) shall be considered to arrive at a decision.
- (3) Any employee involuntarily transferred at his request shall be given a written statement establishing priority for him on any opening that may occur in the school from which he has been transferred providing that he qualifies for the position.

(E) Administrator-initiated Transfer

An Administrator-initiated transfer shall be made only for reasonable and just cause, and shall be limited to the following situations:

- (a) personnel incompatibility
- (b) inadequate performance of duties in his current position

Such a transfer may be initiated only after the following procedure has been complied with by the appropriate administrator:

- (1) Two separate conferences shall be held with the involved teacher dealing with either (a) or (b) above.
- (2) If the problem persists, a formal warning shall be issued to the involved teacher at a subsequent conference and such a teacher shall have any observable inadequacies specifically written out for him, and he shall be afforded an opportunity of no less than two months in time to rectify that which may be inadequate in his performance or lacking in his compatibility with other personnel.
- (3) If the problem persists, a formal review of the involved teacher's activities (a) or (b) above whichever applies, shall be written out and presented to the involved teacher at a subsequent conference. For any conference held under (1), (2), or (3) above, the involved teacher shall be entitled to FEDERATION representation under the terms of ARTICLE III., Section 5, of this agreement.

No administrator-initiated transfer shall be effected while a grievance pertinent to such a transfer is pending.

In the event that, after the above procedure has been complied with and an administrator -initiated transfer is to be made, the involved teacher shall be treated in the same manner as any other teacher who may have voluntarily requested a transfer.

#### Section 15. Promotion of Employees to Certain Administrative Positions

The promotion of employees to the administrative positions of assistant principal and principal, respectively, shall be made in accordance with the provisions of Section X of Part III of the existing BOARD policies which is hereby incorporated by reference and made a part hereof except as provided hereinafter.

All openings for such administrative positions shall be posted on the bulletin board in the teacher's lounge of each building for not less than six (6) school days to permit all interested employees to make application for such position.

#### Section 16. Reduction in Personnel

If it is ever necessary to reduce the total number of employees in the district, the release of employees qualified for the remaining positions available shall be based on the length of service in the district and those employees with the least amount of service shall be released in order of their length of service, all as provided by the Michigan Tenure Act.

#### Section 17. Retirement

The parties mutually acknowledge that all employees subject to this agreement are entitled to retirement benefits as provided in Act 136 of the Michigan Public Acts of 1945, as amended. They each further recognize that generally the best interest of the employees affected and the students and educational program of the district are served by retirement at the age of 65 years. It is further recognized that there are exceptional circumstances and cases which may warrant special consideration.

To these ends, it is agreed:

- (A) Each employee who reaches the age of 65 years on or before June 30 of the year shall be retired on that date.
- (B) An employee who has reached the age of retirement or will reach that age before June 30 and who wishes to continue his employment may make application annually by January 1 of each year for an extension of his employment. In passing upon such request, the BOARD may require a physical examination and it shall then take such action as it deems in the best interests of the employee and the best interests of the students and educational program of the district.

ARTICLE IV

SCHOOL CALENDAR, HOURS OF EMPLOYMENT AND RELATED MATTERS

Section 1. 1968-69 School Calendar

The school calendar for the 1968-69 school year shall be as provided in Appendix A of this agreement. This school calendar is based upon the following considerations and conditions:

- (A) First Semester record day. Elementary school teachers shall be required to mark only the following records.
  - (1) Form CA39 (or alternate form 60) including grades, test scores, and report cards.
  - (2) Incidental miscellaneous and health records.
  - (3) Form CA 10.

All schools shall have until the close of school on Friday, January 24, 1969, to complete marking of report cards and no report card shall be given to the students prior to Wednesday of the week following the close of the first semester.

Notwithstanding the school calendar as shown in Appendix A, the high school teachers shall receive two record days, January 23, and January 24, 1969, if the BOARD requires end-of-semester examinations.

Teachers shall not be assigned to any other duties on record day.

- (B) Second Semester. In the secondary schools, teachers shall not be required to have report cards completed until the close of school on Friday, June 13, 1969. In the elementary, teachers shall have until noon on Friday, June 13, 1969 to have report cards completed.
- (C) The BOARD agrees to continue to work toward and lessen the clerical duties of teachers in regard to maintenance of records, including the possibility of maintaining Forms CA 10 by other personnel.

Section 2. Teachers' Classload

The following shall be the teaching load in the respective schools in the district.

- (A) Elementary schools (grades 1-6). The teachers' day shall be 8:15 - 3:15 exclusive of 60 minutes for lunch. The pupils' day shall be from 8:25 - 3:00 exclusive of 60 minutes for lunch. Each teacher shall have no less than twenty (20) consecutive minutes of unassigned time each schoolday. Each teacher's class shall receive no less than ninety (90) minutes of special subjects (art, music, and physical education) per week. No elementary teacher shall be assigned to supervise more than one recess period per week except when scheduling mandates, every fourth week he may be assigned to supervise not more than two recess periods. When an elementary teacher is not assigned to supervise a recess period, he shall be considered to be on unassigned time.
- (B) Each kindergarten teacher shall have no more than two classes, each of which shall be no more than two and one-half hours in length.

- (C) Junior High Schools - Teachers shall have six (6) assigned periods each school day and one (1) unassigned period, each school day.
- (D) Senior High School - Teachers shall have five (5) assigned periods each school day and one (1) unassigned period, each school day.
- (E) A secondary teacher who voluntarily assumes an extra class in an emergency situation, not to exceed one semester, shall be paid at the following rate: Junior High - 1/6 of his daily rate of pay for each contract day or \$6.25 per hour, which ever is greater. High School - 1/6 of his daily rate of pay for each contract day or \$6.25 per hour, which ever is greater.

### Section 3. General Staff Meetings

General staff meetings shall be called when necessary. The building administrator or not fewer than one-fifth of the teaching staff may call for a meeting of the building's teachers. Such a meeting normally will not exceed one hour in length, half of which time shall be during the regular school day. When the teaching staff calls a meeting, school shall not be dismissed early.

### Section 4. Teachers' Lunch Period

Each teacher shall be entitled to a duty-free lunch period for the period of time equal to the regular lunch period of the students in that segment of the school in which he is employed. Provided, that it shall be the responsibility of each teacher to remain in the classroom until the class is dismissed and to return to the classroom at or before the time when the students are required to return.

### Section 5. Nurses' Work Day and Lunch Period.

The working hours for each nurse shall be the same as an elementary teacher, provided, it is understood that the nurses are expected to make home calls outside of the regular working hours when necessary. Each nurse shall be entitled to a duty-free lunch period as provided in Section 4 of this Article.

### Section 6. Emergency Supervision of Pupils

On days of abnormal teacher absence from school due to extreme weather conditions, epidemic or when absences occur during the school day, and when a certificated substitute teacher cannot be obtained, a classroom teacher may be required to supervise, in his own class, the study of not more than five pupils from another class. However, the addition of such pupil (s) shall not result in a larger total number of pupils than are assigned to the class. Such pupils shall not be supervised in a class that is more than two grade levels above or below their present grade placements.

### Section 7. Split Classes

Whenever a teacher is assigned to teach an elementary self-contained class which is composed of students drawn from two grade levels, the number of students in that class shall be limited to twenty-five (25).

### Section 8. Teachers' Equipment

Each building shall be equipped with a duplicating machine and a constant supply of ditto masters and paper which are needed for and are to be used in their work assignment and which are directly and easily accessible to teachers during the regular school day.

## Section 9. Building Keys

The BOARD recognizes that quality education entails much preparation on the part of teachers outside of the regular school day. Therefore, the BOARD agrees to the following procedure so as to encourage teachers to make use of the school buildings after regular school hours, in order to further that end:

- (A) A teacher, upon written request and in order to further his service to the district in a manner consistent with the BOARD'S building use policy, shall be provided with a key to an outside entrance door of the building(s) to which he is assigned. The request shall indicate the areas to be used.
- (B) Such a key must be returned to the building administrator within a reasonable time after the intended purpose (s) have been accomplished.
- (C) If a teacher is denied a key, the reasons for such denial shall be placed in writing at the request of the affected teacher.
- (D) It is understood that a teacher who receives a key assumes some responsibility for the building's security during the period for which the key is to be in his possession.

## Section 10. Storage Areas for Special Teachers

In the elementary, a storage area shall be made available to store materials which are purchased centrally by the district for use by special teachers. In each building, adequate space shall be provided to store materials used by special teachers in that building.

## Section 11. Interruption of Classes

The BOARD agrees to prevent unnecessary interruptions of classes. This provision shall not prevent the building administrator (s) from communicating with a teacher during the regular school day.

## Section 12. Counseling Duties

Counselors, who are required to hold testing or other programs at times other than during the regular school day, shall receive equal compensatory time off during the regular school day within the same school year as the building principal may approve.

## ARTICLE V

### SCHOOL PROGRAM MATTERS

#### Section 1. Class Size

The parties mutually recognize that a better quality education for the students can be achieved when class size is limited and they further recognize that the accomplishment of this objective is dependent upon the numbers of classrooms available, financial ability of the district, availability of competent teaching personnel and fluctuation of the student population within the district. To further this objective, the BOARD agrees that no academic class in the elementary and secondary school shall exceed 30 pupils except in those circumstances set forth hereinafter. "Academic" as used herein shall mean all subjects of instruction except those which of necessity or by educationally accepted practice are normally taught or handled in larger class sizes such as physical education, band, or other music training, homeroom classes, and other classes of an activity nature.

(A) There are no classrooms available in the particular school attendance area to permit scheduling of additional classes in order to reduce class size.

(B) Conformity to the class size objective will:

(1) Result in placing of a class or classes on a curtailed schedule.

(2) Result in the establishment of split classes.

(C) When the BOARD does not have the financial ability to employ a sufficient number of teaching personnel or when it can be established by reasonable evidence that there are not sufficient competent teaching personnel available for employment.

(D) When it is necessary or desirable to exceed the class size objective in order to accommodate an experimental specialized or instructional innovation educational class or program.

(E) When there is only class available in a particular academic subject.

## Section 2. Excessive Class Size

(A) A Class Size Review Board shall be established and shall be made up of three (3) teachers appointed by the FEDERATION and three (3) administrators. This Review Board shall be empowered to investigate complaints having to do with excessive class size and shall, as it sees fit, to make recommendations for solutions to the Superintendent, who shall at the earliest possible opportunity, but in any event within one month, act upon those recommendations. Any teacher who has an academic class which exceeds thirty (30) pupils may have this problem taken up by the Class Size Review Board.

(B) In the event that it is necessary to assign a teacher to an academic class which exceeds thirty (30) pupils, the building principal shall stipulate the reason(s) for such excess in writing, at the request of the affected teachers.

(C) During the first three weeks of the school year, and during the first three weeks of any class not beginning at the start of the school year, classes of the same grade level(s) within a building shall be equalized as to class size, where a special program or any other provision of this agreement a lower class size is not involved. An unequal class size of over 30 among classes of the same grade level(s) within a building, which occurs after the third week of that class shall be equalized some time before the third month of that class. New enrollments as they arrive will be equally distributed among the classes so as not to imbalance class size.

### Section 3. Curriculum Committees and Curriculum Changes

The FEDERATION recognizes the duty of the BOARD to establish and maintain a sound program of education for the district and the BOARD recognizes the professional training and experience of the teacher equips him to contribute to the improvement of such educational program.

To effectively utilize the contribution of the teacher, the parties hereby mutually agree that when a change in the curriculum is contemplated, which would require more than 4 teachers to implement, a curriculum study committee shall be convened. Once a proposed curriculum change is presented to the assistant superintendent for instruction by either the FEDERATION or by the curriculum coordinator, the assistant superintendent for instruction shall convene a curriculum study committee. Teachers, who will be asked to implement the change in the instructional program, shall make up at least one-half of the committee's membership, and the FEDERATION shall be given an opportunity to select three-fourths of such teacher representatives. Proposed revisions of the curriculum shall be made available in writing to all of the teachers involved. All teachers involved shall be afforded ample opportunity to submit recommendations to any curriculum committee. The committee's function shall be to study the desirability, feasibility, cost, and alternate methods for implementing the curriculum change, and its recommendations shall be determined by majority vote of the members of the committee. The recommendations and findings of the committee shall be referred to the superintendent for review, and action upon these recommendations shall be taken, upon his earliest opportunity, but in any event, within one month.

### Section 4. Elementary Schools Parent-Teacher Conferences

Elementary parent-teacher conferences shall be held between the eighth and tenth weeks of each semester, and the scheduling of such conferences shall be at the option of each respective elementary school. Teachers of no more than 40% of the pupils in the school system shall have parent-teacher conferences scheduled for more than half of the same school day, and in the event that too many buildings choose the same day, the superintendent shall determine those buildings which exceed the limit and he shall resubmit the issue to those buildings for a different choice of days. Parent-teacher conferences in the elementary shall be held in conformance with the following:

- (1) The teachers of each elementary school shall decide when and on what days the conferences shall be held by a majority vote of all the teachers of the school, with the approval of the building principal. At least one evening shall be set aside for some of these conferences, and the staff shall receive equal compensatory time, released from their regular duties, on the same or following day. The scheduling of such compensatory time shall be determined along with and in the same manner as the decision concerning the days on which the conferences are to be held.
- (2) If the principal does not approve of the decision of the majority of the teachers, the conferences shall be held in accordance with his decision, which may be overridden by a vote to the contrary of not less than two-thirds of the teachers of that school.
- (3) Written reports to parents are to be limited to four for the year; two of these are to be given in conjunction with parent-teacher conferences, and these reports shall take the same form for each grade level. Kindergarten children shall continue to receive a general progress report at the end of the first semester and a narrative report at the end of the school year.
- (4) No elementary teacher shall be required to hold more than fifteen (15) parent-teacher conferences per day.

## Section 5. Pupil Promotion and Placement

In the event of a difference of opinion between principal and the teacher(s) involved regarding the grade placement of a pupil, the principal shall place in writing the reason(s) for such a placement, at the request of the teacher involved.

In the elementary, class assignments of pupils for the following school year shall be determined at some time before the close of the current school year. This determination shall be made at a conference among the receiving and promoting teacher(s) who shall consider all information pertinent to class assignments of pupils. In those instances where the building principal deems it necessary to make an adjustment in the original class assignment, he may do so after holding a subsequent conference of the promoting and possible receiving teacher(s) and shall reduce to writing, at the involved teacher's request, the reasons for such changes.

## Section 6. Establishment and Maintenance of Adequate Facilities

All teaching stations and lounge areas shall be maintained in a manner consistent with the standard of cleanliness established by the BOARD. The BOARD shall also provide, subject to its' budgetary limitations, teaching stations which are of adequate size and are adequately equipped for the number of students assigned thereto.

## Section 7. Accompanists for MUSIC Teachers

Secondary vocal music teachers shall be provided with a qualified piano accompanist for one dress rehearsal per performance and all approved, scheduled performances before adult audiences. The accompanist may be a student should one be qualified and available.

## Section 8. More Effective Schools Committee - Elementary

The parties mutually agree to establish a permanent committee to study in its first year and recommend; various ways to improve the effectiveness of the elementary schools. The FEDERATION shall select nine teachers to serve on the committee. Each of the nine teachers shall represent a different elementary school, and together they will select one of their number as chairman. The assistant superintendent for Instruction or his designee and two elementary principals selected by the Superintendent shall complete the committee's membership. The committee shall meet at least once each month during the school year and on such other occasions as the chairman may designate. The findings and recommendations of the committee shall be referred to the Superintendent for such further administrative review as he may deem necessary. Upon conclusion of such review, the committee's findings and recommendations shall be referred to the BOARD for such action as it deems necessary and appropriate.

The committee shall also formulate a program for use of lay volunteer teacher aides, and such program shall be put into effect in a limited number of elementary schools commencing with the second semester, upon approval of the Superintendent. In addition, the committee shall study ways in which a program of teacher aides may be financed with Federal funds and shall file a written report setting forth its findings and recommendations with the FEDERATION and the BOARD on or before May, 1969.

## Section 9. Change in Instructional Program and Suspension of Contract Provision

Any change involving the instructional program within a building, and the suspension within that building of a contract provision which is necessitated by that change, must be approved by the superintendent, the building principal, and by two-thirds of the staff in that building involved in that change. The staff affected shall be involved in the



initiation and/or the early planning stages of the proposed change. The FEDERATION and the building principal shall conduct the vote on such a change with the FEDERATION first explaining any provisions of the master agreement that would have to be suspended.

#### Section 10. Conference and Research Committee

- A. A Conference and Research Committee (CRC) shall be formed consisting of three administrators and three teachers appointed by the FEDERATION. The purpose of the committee is to make recommendations to the superintendent relative to attendance at national conferences, and research proposals.
- B. The Conference and Research Committee shall formulate its own rules and regulations for the operation of the committee and establish procedures for implementation of the provisions in this collective bargaining agreement relative to national conferences and research proposals.
- C. The BOARD and FEDERATION agree to negotiate on the matter of money during the 1969-70 school year to be used to support educational research of benefit to the district.
- D. During the 1968-69 school year teachers may submit research proposals relating to local instructional problems and/or programs to the Conference and Research Committee shall, prior to April 15, 1969, submit its recommendations to the superintendent. The recommendations may include granting a sum of money to fund the proposed project and reimburse the teacher for the time spent on the project, and, in addition, may include released time for the teacher involved.
- E. The Conference and Research Committee shall formulate procedures for the submitting of research proposals and shall so inform all teachers of such procedure.

#### Section 11. Extracurriculum Committee

An Extracurriculum Committee shall be formed consisting of three administrators and three teachers appointed by the FEDERATION.

The Extracurriculum Committee shall study the rate of compensation for department heads, minimum size of departments, the possibility of creating system-wide or junior-senior high school departments, and the duties for such department heads. The committee shall submit its findings and recommendations to the FEDERATION and BOARD no later than April 1, 1969.

### ARTICLE VI

#### PROFESSIONAL IMPROVEMENT

##### Section 1. Educational Conferences

- A. The BOARD agrees to allocate to each school building \$10.00 per teacher to be used for employee attendance at educational conferences. The administration building shall be designated as school building for the purpose of receiving an allocation for all of the special teachers.
- B. At the commencement of the school year the staff in each building shall determine the method and manner in which monies allocated for educational conferences shall be distributed within their building. Employees shall obtain prior approval of the building principal for attendance at such conferences.
- C. Conference monies allocated to a building may be used for attendance at national conferences (out-of-state) upon the approval of 75% of the staff of such building.

## Section 2. National Conferences

- (A) The BOARD agrees to allocate \$5.00 per teacher to be used for attendance at national educational conferences.
- (B) The Conference and Research Committee shall draw up procedures for implementation of this provision and shall so inform every teacher of such procedures.
- (C) The CRC committee shall select teachers who after confirmation by the superintendent, will attend national educational conferences under this provision.

## Section 3. Tuition Reimbursement

The BOARD agrees to allocate the sum of \$19,200.00 for the 1968-69 school year for the purpose of reimbursing employees at the rate of \$16.00 per credit hour or \$24.00 per semester hour, as the case may be, for the actual expense incurred by the employee for academic courses completed during the term of his employment toward an advanced degree or which are within the field in which the employee is assigned. To receive reimbursement the employee must still be under contract with the BOARD and shall submit a transcript of credits earned on or before September 30, 1969, to the Assistant Superintendent for Instruction, who shall certify that the credits earned are covered by the provisions of this policy and payment shall be made within 30 days thereafter. In the event the total of the request for reimbursement exceeds the sum allocated herein, payments to each employee shall be reduced in proportion to the amount by which the total of the reimbursements exceeds the allocation.

The BOARD also agrees to reimburse total expenses for tuition and books of any employee who, at the BOARD'S specific request, obtains additional academic training for the purpose of becoming qualified in an area for which the BOARD is having a great deal of difficulty in securing new personnel. This reimbursement is not to be deducted from the allocation mentioned above.

## Section 4. Released Time for Certain Summer Institutes

A full-time teacher who is appointed to attend a National Defense Education Act or National Science Foundation Institute which is scheduled to commence prior to the close of the current school year shall be granted release time with pay for a period not to exceed five (5) school days to attend such institute, provided, that the teacher shall perform his duties for the remainder of the school year.

## Section 5. In-Service Training

No less than four days, or the equivalent thereof, shall be scheduled for in-service training of teachers. Two in-service days shall be reserved for system wide use as the administration may determine. The scheduling of the remaining two days shall be determined by the teachers in each building and must have the approval of the building administrator, provided that the teachers of no more than forty per-cent of the pupils in the school system shall be scheduled for in-service training for more than half of the same day.

Special teachers shall have at least one in-service day, or the equivalent thereof, scheduled so that they have an opportunity to meet in groups or as a group.

Each teacher may, upon approval of the building administrator, use one of the in-service sessions for the purpose of observing educational programs, projects or facilities outside the district.

## Section 6. Released Time for Speaking Engagements

When educational groups or civic organizations invite a teacher to address them in his capacity as a teacher, such teacher shall be given released time during the school day, not to exceed 2 days per year for such purpose.

### ARTICLE VII

#### LEAVE OF ABSENCE; SICK AND EMERGENCY LEAVE AND OTHER LEAVES

##### Section 1 Leave of Absence

It is agreed that leave of absence for the following purposes and under the conditions hereinafter set forth may be granted by the Board of Education.

- (A) General Leave. Each employee may request a leave of absence for any worthwhile purpose for a period not to exceed 1 year subject to renewal at the direction of the BOARD for an additional period of 1 year. Upon the expiration of the leave period granted, the employees shall be entitled to return to the first job vacancy available for which they are qualified.
- (B) Maternity Leave. Each employee who becomes pregnant may be granted a leave for a period not to exceed 1 year subject to renewal at the discretion of the the BOARD for an additional period of 1 year. Upon the expiration of the leave period granted, the employee shall be entitled to return to the first job vacancy available for which they are qualified. In addition, the following requirements shall apply to all employees who become pregnant:
  - (1) Prenatal.
    - (a) Employee will notify her building principal within a reasonable time upon the determination of her pregnancy.
    - (b) If a question arises relative to the pregnancy, the BOARD may request a medical examination to be administered by a duly licensed physician selected and paid by the BOARD.
    - (c) Each such employee shall not continue her employment beyond the 7th month of her pregnancy or the beginning of a semester, whichever occurs first. However, such employee may be retained in a regular assignment on a limited contract until a replacement is employed. Such contract shall be at the employee's daily rate of pay for the number of contract days left in the limited period. Such employee shall retain all fringe benefits during the limited period.
  - (2) Postnatal Period.
    - (a) The employee will be eligible to return to her employment in such vacancy as may exist for which she is qualified at the beginning of the semester following the termination of pregnancy, provided that suitable medical evidence is presented that she is capable of performing her duties.
    - (b) If postnatal problems develop with the employee, she may request an additional leave of not exceeding 1 school year for this purpose.

- (C) Sabbatical Leave. The BOARD may grant a sabbatical leave in accordance with Appendix D of this agreement. Provided, however, such policy is amended to provide that (1) a teacher with a Bachelor's Degree may make application for such leave (2) a teacher shall be eligible for a sabbatical after completing 7 consecutive years of service with the district, and (3) the rate of pay while on sabbatical shall be 75% of the teacher's scheduled salary.
- (D) Exchange Teacher. The BOARD may approve leave for an exchange teacher position for any tenure teacher in accordance with and subject to the conditions prescribed by Section 571 of the 1955 School Code of Michigan, as amended. The teacher while on exchange duty shall be entitled to the same compensation, rights and privileges, including retirement benefit, as if he had been continuously performing his normal duties as a teacher for the BOARD under this agreement.
- (E) Peace Corps and Job Corps. The BOARD may grant a leave of absence for a period of one (1) year and subject to renewal for an additional one (1) year to any tenure teacher who has taught within the school district for three or more years who joins the Peace Corps or Job Corps as a full time participant in either such programs. Upon his return to teaching for the BOARD, the teacher shall be given credit for such period of leave on the salary schedule then in effect.
- (F) Military Leave. An employee shall be granted a leave of absence, without pay, for the purposes of conscription, enlistment after notice of conscription, or recall to active service from a reserve unit which the employee was compelled to join. Upon immediate return to the district, after fulfilling his military obligation, the employee shall be granted experience credit, not to exceed two years, on the then existing salary schedule. However, in the event an employee's tour of duty is extended, through no choice of his own, additional experience credit, which is commensurate with the duration of such extended tour of duty, shall be granted.
- (G) Teaching Assignment in a Foreign Country. A tenure teacher may be granted a leave of absence, without pay, not to exceed a period of two years for the purpose of accepting a teaching assignment in a foreign country. Upon the return to the school district, he shall be granted up to 2 years credit on the then existing salary schedule.

Section 2. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave

The parties mutually recognize the requirement of security for the employees in the time of sickness, matters of emergency or other circumstances beyond the control of the employee. Therefore, the following provisions are hereby established and each employee shall observe these provisions in the use of any of the leave days provided herein.

- (A) Sick and Emergency Leave. Each full time employee shall accumulate and be credited with 1 day per working month per working year for sick and emergency leave. At the end of each fiscal year all such unused leave days shall be placed in the employee's leave bank to accumulate without limit. The following additional conditions shall apply to this type of leave:
  - (1) Absences for which these days may be used:
    - (a) Personal illness.
    - (b) Emergency illness in the immediate family when necessary care cannot otherwise be arranged.

- (c) Attendance at weddings in the immediate family (limit of 1 day).
  - (d) Employee's own wedding (limit of 5 days). It is understood that leave days for this purpose shall not be used the first and last week of each semester.
  - (e) Quarantine.
  - (f) Birth of child of the employee.
  - (g) Transportation failure only when no other means of transportation is available.
  - (h) Religious observance if the dogma of the employee's religion requires abstention from work.
  - (i) If a legitimate reason, stated in writing, necessitates absence from school, and the teacher does not have a personal business day remaining, or if the day in question is a day on which a personal leave day shall not be taken, such leave may be granted with the prior approval of the building administrator and charged to the teacher's sick bank.
- (2) After the first pay period of the school year, an employee may draw on his anticipated sick leave days for the balance of the current school year and the following year, provided he does not qualify for pay under the salary continuation plan, and provided that he shall execute a promissory note payable to the BOARD for repayment in money or days for all such borrowed leave. Repayment shall be made prior to the last pay check of the current school year. If repayment is not made in days accrued, the sick days used will be deducted from the teacher's final pay check. While a teacher has an outstanding promissory note payable to the BOARD, he may not borrow his following year's days except during his first year under this provision.
- (3) Absences directly resulting from on-the-job injuries or sickness as hereinafter defined shall not be chargeable to the employee's leave and he shall continue to receive the difference between his regular salary and any workmen's compensation benefits to which he may be entitled for a period not exceeding 90 days or until he is entitled to receive health and accident insurance benefits, whichever may be sooner. Sickness is defined to be measles, mumps, scarlet fever or chicken pox in such cases as the teacher may establish by reasonable evidence that he contracted such disease as a direct result of his employment. The following requirements shall apply to such injuries or sickness:
- (a) Injuries or sickness shall be reported to the building principal as soon as possible but not later than 3 calendar days after occurrence.
  - (b) The building principal shall make the determination concerning an on-the-job injury.

(B) Personal Leave. Each full time teacher shall be granted three (3) working days leave with pay each working year for personal business. Such leave shall have the prior approval of the building administrator. It is mutually understood that the building administrator has the right to inquire as to the nature of the reason(s) for such leave on the days immediately preceding and the days immediately following vacation days. Unused personal leave days shall accumulate without limit as sick days. Any full time teacher who is employed for less than the full working year shall receive that amount of personal leave stipulated by the following schedule:

- (1) The major portion of a semester. 1 1/2 Days
- (2) Five weeks to ten weeks of a semester. 3/4 Day
- (3) Less than five weeks of a semester. 0 Day

Personal leave days shall not be taken on parent-teacher conference days or on days set aside for records.

- (C) Funeral Leave. Each full-time employee shall be entitled to leave with pay in the following cases without charge to his sick or emergency or personal business leave:
- (1) Death in the immediate family of the employee and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandmother, grandfather, child, wife, or husband
  - (2) Death of other relative or member of the household for a period not exceeding 1 day.
- (D) Jury and Court Leave. Each full-time employee shall be excused from his regular assigned duties for jury duty or the attendance any court pursuant to subpoena. He shall be paid the difference between his regular salary and such amount as he may receive as juror or witness fees.
- (E) Selective Service Physical Examination Leave. Employees called for a selective service physical examination shall be excused without loss of pay or sick leave for such purpose.

### Section 3. Leave of Absence for Professional Improvement

- (A) A tenure teacher may be granted a leave of absence, without pay, for a period not to exceed one year for the purpose of:
- (1) Graduate study beyond permanent certification requirements (a minimum of 10 semester hours each semester or its equivalent).
  - (2) Independent research in education or an educationally related field under the supervision of the superintendent or an accredited college or university.
  - (3) Educational travel (itinerary must accompany application)
- (B) If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the employee shall immediately request approval from the Superintendent.

(C) Upon the employee's immediate return to the school district he shall be granted credit for up to one year on the then existing salary schedule.

(D) Not later than 60 days after the employee returns to the district, he shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credits received, experience gained, of the itinerary of travel, together with the employee's appraisal of the professional value of the activities while on leave. An employee will not be considered as having completed the requirements of the leave until his final report has been approved by the Superintendent.

#### Section 4. Absences During Parent-Teacher Conferences and on Record Days

A teacher who is absent on days scheduled for parent-teacher conferences or the record day at the end of the first semester shall be given released time upon returning to work for the purpose of performing required duties. A teacher, who is absent on the record day(s) at the end of the second semester, and is subsequently required to perform the duties of the record day(s), shall not suffer loss of pay or sick days.

### ARTICLE VIII

#### EMPLOYEE COMPENSATION, FRINGE BENEFITS AND RELATED MATTERS

##### Section 1. Professional Salary Schedule

Each employee shall be compensated for services rendered the district for the 1968-69 school year in accordance with the salary schedule set forth in Appendix B of this agreement. It is expressly understood that nurses shall be compensated in accordance with this schedule for the said school year.

##### Section 2. Experience Within the District

An employee who resigns and is subsequently re-employed shall be granted credit, on the then existing salary schedule, for his previous experience within the district. In addition, that portion of the employee's sick bank which was not compensated for with severance pay, when such employee left the district, shall be restored. It is understood that the employee must serve for at least ten additional years before becoming eligible for severance pay, and that the portion of the sick bank that is restored, after re-employment will not count in computing severance pay upon the employee's leaving the district.

##### Section 3. Extracurricular Assignments and Compensation

The term "extracurricular" shall refer to assigned activities which are beyond the normal load of the teacher or which occur outside of the normal school day. Extracurricular assignments for the succeeding school year shall be made by the appropriate administrator, subject to acceptance by the employee, prior to the close of the current school year, but in no event later than one month after the commencement of the succeeding school year, whenever qualified personnel are available.

No teacher shall be involuntarily removed from his extracurricular assignment, without first having had any specific inadequacies written out for him and being afforded with an opportunity of no less than one month in time to rectify that which may be inadequate, prior to review of his performance. It is understood that assignments which are made on a temporary or emergency basis are not subject to this provision. It is mutually understood that in those buildings where any given extracurricular assignment has been made on a rotating basis from year to year, this practice may continue. If in any building the extracurricular assignments of :

Junior Class Advisor  
Senior High Student Council  
National Honor Society (Senior)  
Junior High Student Council  
National Honor Society (Junior)  
Safety Patrol  
Service Squad

become vacant, a decision by the building administrator may be made to rotate such positions from year to year.

If such a rotation is to take place, assignments shall be made from a posted rotation pool. Any teacher may enter his name into the pool and the building principal may remove any teacher's name from the pool after conferring with that teacher regarding the criteria for such an assignment. Upon request of the affected teacher, the reason for such removal shall be placed in writing.

If any teacher's assignment is changed, he shall be notified of such change and given an opportunity to discuss it with the appropriate administrator. In the teacher's absence, it shall be sufficient notice if the BOARD causes a letter detailing the change to be sent by first class mail to his last known address. At the teacher's option the reasons for the change shall be put in writing. The compensation for such assignments shall be as provided in Appendix C to this agreement and the method of payment shall be as follows:

- (A) For employees assigned prior to the school year, payment shall commence with the first bi-weekly paycheck and continue for the remaining pay periods.
- (B) For employees assigned after the school year has started, payment shall commence within one pay period after the assignment has been determined. Payment will be made on a pro-rated basis over the remaining pay periods.
- (C) If the collective bargaining agreement is not ratified prior to September 6, 1968, payment will be based on the current salary schedule until the end of the first semester. Commencing with the first paycheck of the second semester, extracurricular pay (Appendix C) shall be readjusted to conform with the 1968-69 salary schedule, retroactive to the beginning of the school year and paid in equal installments over the remaining pay periods.

#### Section 4. Compensation to Full-Time Teachers for Substituting:

- (A) Each secondary teacher shall be paid \$6.25 for each class period of substitution. (3rd. step of B.A. schedule - divide by 1200 hours per contract year)
- (B) The selection of the full-time teachers for substitution within the junior and senior high buildings shall be on a rotating basis within each building.
- (C) Each elementary teacher shall be paid \$5.00 (80% of secondary rate) for each class period of substitution which is less than 40 minutes. In the event that the class period exceeds 40 minutes, such teacher shall be paid at the rate of \$6.25.
- (D) When an elementary teacher must substitute for an elementary specialist in his classroom, he shall teach the particular subject for which he is required to substitute.
- (E) Payment for each month's substituting shall be included on the second paycheck of the following month.



## Section 5. Pay for Federal Aid Programs

Each employee who participates in a Federal Aid program which is in addition to his regular duties shall be paid at the rate of \$6.25 per hour. However, when a Federal Aid program is initiated which, in the opinion of the superintendent, necessitates a higher rate of pay, such rate shall be negotiated with the FEDERATION before applications are filed with the appropriate agency.

## Section 6. Insurance Benefits

The BOARD agrees to provide each employee with the following insurance benefits.

- (A) Health and Accident Insurance. The BOARD will continue to pay the full cost of such insurance which will have the following requirements and benefits.
  - (1) Ninety day waiting period.
  - (2) Payment of 70% of monthly salary for the first 26 weeks.
  - (3) Thereafter, 70% of salary subject to a maximum of \$400.00 per month for life in case of accident and until retirement in the case of sickness.
- (B) Group Term Life Insurance. The BOARD shall pay the full cost of a \$4,500 policy of such insurance through an insurance company to be determined by the BOARD for each employee who elects to purchase the hospitalization and medical insurance described in (C) below and a \$7,000 policy for each employee who does not elect to purchase such hospitalization.
- (C) Hospitalization and Medical Insurance. The BOARD shall pay the full premium established for Blue Cross-Blue Shield M-75 and Master Medical Insurance Plan for each employee who elects to purchase group hospitalization insurance.

## Section 7. Tax Sheltered Annuities

The BOARD agrees to continue to make available the investment by employees in the tax sheltered annuities program utilizing the four companies which presently have contracts with employees. New employees who hold contracts with companies other than the present four companies may retain such carriers. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. However, any employee may, at any one time between enrollment periods, decrease his deduction by notifying the Business Office at least two weeks prior to the date the change is to take effect. Deductions will commence on the first pay of October and March, and will continue to be made on the first pay of each month thereafter. For employees paid in 21 installments, deductions will be made on a 10 month basis. Payroll deduction shall continue until written notice is submitted to the Business Office indicating a termination date of such deductions.

## Section 8. Severance Pay

Each employee who has been employed by the BOARD for a period of ten consecutive years shall be eligible for severance pay upon death or other termination of service. Such severance pay shall be an amount equal to 20% of the employee's accumulated sick and emergency leave bank days paid at the daily rate of the employee's last annual salary. This daily rate shall be computed on the basis of a 200 day school year. However, any employee who was employed prior to July 1, 1967, shall be eligible for the above severance pay after having been employed by the BOARD for a period of five consecutive years.

However, if an employee is retiring from gainful employment after ten consecutive years of employment in this district, such severance pay shall be an amount equal to 30% of such leave bank days.

## Section 9. Pay Periods.

Each employee shall have the option of receiving his salary in 21 or 26 installments. The first check will be for a period of two weeks and will be received on the first Friday after Labor Day. The remaining checks will be received on a bi-weekly basis.

Any employee who receives his salary in 26 installments may draw upon his summer pay by notifying the Business Office two weeks prior to the date that such payment is to be made. It is understood that the amount of summer pay to be withdrawn shall equal the amount earned up to the date of withdrawal. However, once an employee draws upon his summer pay the remainder of his salary shall be recomputed and paid in equal installments from two weeks after the date of withdrawal until the last pay of the 21 pay period. Once an employee has exercised his option, the method of payment shall be the same each succeeding year unless the employee notifies the business office in writing two weeks prior to receiving the first paycheck in September that he desires the other method of payment.

## Section 10. Transportation

Each employee who is required to use his personal automobile will be paid at the end of each semester upon submission of a voucher to the office of Assistant Superintendent of Business Affairs at the rate of 10¢ per mile for all miles necessarily traveled in the course of performing his regularly assigned duties. Also, any employee who has a work assignment in more than one building shall not be required to transport between those buildings equipment that he may use in carrying out that assignment.

## Section 11. United States Savings Bonds

The BOARD agrees to make available to each employee a plan for the purchase of U. S. Savings Bonds through payroll deductions. A minimum of 15% of teaching staff participation shall be required to initiate the program. Written authorization for payroll deduction of bonds or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. All deductions shall commence on the first pay of October and March, and will continue to be made each pay thereafter. Payroll deduction shall continue until written notice is submitted to the Business Office indicating a termination of such deduction.

Deductions (per pay) shall be limited as follows:

- (A) \$1.25 per pay or multiples of \$1.25 per pay

## Section 12. Credit Union Deductions

Written authorization for credit union deductions or changes in the amount to be deducted shall be submitted to the Business Office during September 1-15 and February 1-15. All deductions will commence on the first pay of October and March, and will continue until written notice is submitted to the Business Office indicating a termination date of such deduction.

## Section 13. Fringe Benefits for Part-Time Employees

Each employee who is employed half time or more, shall receive the same fringe benefits as full-time employees except he shall be ineligible for the Health and Accident insurance program and his number of leave days shall be limited as indicated below.

For each employee who is employed less than half time, it is understood that the BOARD'S contribution for Group Term Life Insurance and Hospitalization and Medical Insurance shall be determined by that portion of a full load which is carried by such employee.

The employee, if he wishes to participate in either or both of these benefits, shall pay the difference in premium(s) in accordance with rules and regulations to be established by the Business Office. Each part-time employee who is employed for five weeks or less of either semester and who has not signed a contract for the following semester shall receive no fringe benefits.

The number of sick emergency and personal leave days that any part-time employee receives shall be determined by that fraction of a full work load which is carried by the part-time employee, except that funeral leave and court and jury leave shall not be reduced.

#### Section 14. Personal Property Loss Fund

The BOARD agrees to establish for the 1968-69 school year a fund of \$500 to be used in settling claims of employees for loss or damage to their personal property brought to their work location to be used in their work assignment. The claim shall be filed with the Superintendent setting forth the extent of the loss or damage, the absence of the employee's negligence and the lack of insurance coverage. If the total claims for the year exceed the fund, each shall be covered on a pro rata basis. Personal property shall not include cash. Also, all claim settlements shall be based on fair market value and no claim shall be filed on a loss less than \$5.00

#### Section 15. Salary Continuation Plan

- (A) Prior to the commencement of each school year, the Business Office shall certify to the FEDERATION the number of unused sick and business days accumulated by teachers who have resigned or have had their leaves of absence elapse the preceding year, and who had less than five years of service in the District. Such unused days shall be placed in the salary continuation fund each year and shall accumulate to a maximum limit of three hundred (300) days for any one year. However, not more than one half (1/2) of the days in the fund shall be used during the first semester of any school year.
- (B) An employee must be out of work, due to sickness or accident, for at least ten consecutive school days, and he must have exhausted all of his accumulated sick days before becoming eligible to receive days from the fund.
- (C) An employee shall make written application to the Superintendent when requesting sick days from the fund. Such application must be submitted during the period the employee is out of work and shall include the following information:
  - (1) The date the employee became disabled due to sickness or accident.
  - (2) The date the employee would begin drawing days from the fund.
  - (3) A doctor's statement detailing the extent of the disability and indicating the approximate amount of time such employee shall refrain from working. If the BOARD chooses, it may appoint its own physician at its own expense to supply it with the above information and his statement shall regulate the number of days withdrawn from the fund.
- (D) Upon determining that the employee has met the requirements set forth above, the Superintendent shall grant the number of sick days that will correspond with the doctor's statement indicating the amount of time such employee shall refrain from working. However, in the event the doctor's statement is waived, the Superintendent shall determine the number of sick days to be granted.

It is understood that when two or more applications are filed which, together, would exceed the accumulated days in the fund, the Superintendent shall reduce, in proportion the number of days to be granted. It is further understood that the employee shall draw from the fund only until such time as the health and accident policy would take effect, even though the employee may not be eligible for benefits under that policy.

- (E) Any days granted from the fund shall be compensated at seventy (70) percent of the employee's current daily rate.
- (F) For each day granted to an employee from the fund he shall have seven tenths (.7) of a day deducted from his sick leave accumulation used in any future severance pay computation.

#### Section 16. Resignations and Leaves of Absence

It is mutually understood that each teacher resigning from the school district or requesting a leave of absence is expected to notify the BOARD of any such intention at the earliest possible date so as to facilitate the hiring of replacements. A teacher resigning at the end of the school year may retain all fringe benefits including hospitalization through August by dating his resignation to be effective Sept. 1. A teacher leaving the school district on a leave of absence at the end of the school year automatically retains all fringe benefits including hospitalization through August.

#### Section 17. Selection of Teachers for Summer School

It is mutually understood that any of the following procedure may be countermanded by the city director of the summer school program. When and where permitted by the director, the following procedure shall be followed for K-12 summer school teachers to be selected from the Lake Shore School system:

- (A) Application shall be made to the Personnel Office on forms provided. Applications will be accepted according to instructional level: senior high, junior high, upper elementary and primary.
- (B) If there are more qualified applicants (state certification) than there are positions to be filled, preference shall be given in the following order:
  - (1) Teachers who are properly certified to teach in the general subject area within the appropriate instructional level.
  - (2) Teachers who have taught in the regular day-school program in the general subject area within the appropriate instructional level in the past three years.
  - (3) Teachers who have taught in the summer school program for the most consecutive years including the previous summer.
  - (4) Above factors being equal, preferences shall be given to the teacher with senior service in the Lake Shore School System.

#### Section 18. Music Teacher's Equipment

Music teachers shall not be required to move pianos used in more than one teaching station in the same building.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall mean a complaint by a teacher, group of teachers, or the FEDERATION, in its own name alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement or any policy, rule, regulation or practice. It is understood that the term grievance shall not apply to:

- (1) the termination of service or failure to re-employ any probationary teacher or nurse,
- (2) the placing of a non-tenure teacher on a third year of probation,
- (3) any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency, or
- (4) any BOARD policy, rule, regulation or practice not involving wages, hours and other terms and conditions of employment.

Section 2. Procedure

- (A) STEP ONE: A teacher may present his complaint to the appropriate administrator within eleven (11) school days, but in no event later than June 30, of the current school year, after he has been aggrieved by a presently occurring incident or condition which is the basis for his complaint. The administrator shall schedule a conference to attempt to resolve the complaint within five (5) school days after he has received such a complaint. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) school days following the conference.
- (B) STEP TWO: If the aggrieved teacher desires to pursue his complaint further, he must appeal in writing to the Superintendent within five (5) school days after receiving a copy of the decision rendered under STEP ONE of this procedure. The Superintendent or his designated representative shall schedule a conference to attempt to resolve the complaint within five (5) school days after the appeal is received. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) days following the conference.
- (C) STEP THREE: If the aggrieved teacher desires to pursue his complaint further, he must appeal in writing to the Board of Education within (5) school days after receiving a copy of the decision rendered under STEP 2 of this procedure. The BOARD shall schedule a conference to attempt to resolve the complaint at its next meeting, but in no event later than thirty (30) days after the appeal has been lodged. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) days following the conference.
- (D) STEP FOUR: If the aggrieved teacher desires to pursue his complaint further, he must appeal to the FEDERATION which will decide whether or not to take the complaint to arbitration. If the complaint does proceed to arbitration, the following rules shall be observed:
  1. The FEDERATION shall file with the BOARD and the American Arbitration Association a demand for arbitration within fifteen (15) school days after receiving a copy of the decision rendered under STEP THREE of this procedure.

2. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceeding except as otherwise provided herein.
3. The arbitrator shall render his award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings were concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator.
4. The award of the arbitrator shall be accepted as final and binding on the FEDERATION, its members, the employee or employees involved, and the BOARD. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below, or if no fraud, collusion or duress is present. The FEDERATION shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator, nor shall the FEDERATION or its members by any other means attempt to bring about the settlement of any grievance.
5. The fees and expenses of the arbitrator shall be shared equally by the BOARD and the FEDERATION. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
6. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of the specific articles and sections of this agreement.
  - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
  - (b) He shall have no power to establish or change salary schedules or extracurricular compensation schedules.
  - (c) He shall have no power to change any practice, policy, or rule of the BOARD nor to substitute his judgement for that of the BOARD as to the reasonableness of any such practice, policy, rule, or any action taken by the BOARD. His powers shall be limited to deciding whether the BOARD has violated, misinterpreted or misapplied the express articles or sections of this agreement. He shall not imply obligations and conditions binding upon the BOARD from this agreement and it is further understood that any matter not specifically set forth herein remains the reserved rights of the BOARD.
  - (d) He shall have no power to decide any question which under this agreement is within the authority of the BOARD to decide. In rendering decisions, an arbitrator shall give due regard to the authority of the BOARD and shall so construe the agreement that there will be no interference with such authority, except as it may be specifically limited by this agreement.
  - (e) He shall have no power to consider the provisions of any constitutional, statutory or common law and shall consider only the language of the express articles and sections of this agreement.

7. If the BOARD disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. The BOARD shall not be required to pay back salary for more than eleven (11) days prior to the date the grievance was filed.
  - (a) All claims for back salary shall be limited to the amount of salary the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back salary.
  - (b) No decision in any one case shall require a retroactive salary adjustment in any other case.
9. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be arbitrable.

### Section 3. General Provisions

- (A) The FEDERATION may have a representative present at each STEP of the grievance procedure who may represent an employee and act in his place, with his consent. The appropriate administrator, upon receiving a grievance, shall notify the FEDERATION as to the day, time, and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the FEDERATION unless the FEDERATION, in writing, has waived its right to be present or fails to attend the conference.
- (B) Each grievance or appeal shall, on forms printed by the BOARD and available through the FEDERATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant himself, and the relief requested.
- (C) At any conference under this grievance procedure, the teacher, FEDERATION, and BOARD, may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
- (D) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by mutual agreement expressed by the parties in writing.
- (E) A grievance shall always be filed at that STEP of the grievance procedure where there is authority to render a decision on the grievance.
- (F) Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or

hearing under the grievance procedure is held during school hours, each teacher who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.

- (G) Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- (H) No grievance or decision rendered on a grievance shall be placed in a teacher's personnel file, nor shall it become a part of the minutes of any Board of Education meeting.
- (I) Once a grievance has been filed, no administrator or member of the Board of Education shall, upon his own initiative, attempt to discuss that grievance with the teacher (s) involved at a time other than during conferences or hearings provided for in the grievance procedure.
- (J) Any individual employee may present grievances to his supervisor and have the grievances adjusted, without intervention of the bargaining representative, provided that the bargaining representative has been given an opportunity to be present at such adjustment. But should the adjustment be inconsistent with the terms of this collective bargaining agreement or any policy, rule, regulation, or practice, the FEDERATION may, in its own name, appeal that decision at the STEP of the grievance procedure immediately following the STEP where the grievance was temporarily resolved.

## ARTICLE X

### DURATION OF AGREEMENT AND SEVERABILITY

#### Section 1. Duration of Agreement

- (A) This agreement shall be effective as of September 1, 1968, for a term of two years to expire at 11:59 p.m. o'clock, Eastern Standard Time on August 31, 1970, provided that the salary and fringe benefits established under this agreement shall take effect in September of 1968, concurrent with the commencement of the current school year. Provided, further, that at the option of either party to be exercised by written notice given to the other party not less than 140 days prior to August 31, 1969, the following provisions may be reopened for negotiation for the second year of this term:

Salary  
Fringe Benefits  
Agency Shop  
Such other provisions as by their express or clearly implied terms are applicable only to the 1968-69 school year.

In the event that either party shall exercise this option, the parties mutually agree to undertake negotiations on the matters set forth in the notice not less than one hundred forty (140) days prior to August 31, 1969.

- (B) The parties mutually agree to undertake negotiations for a new agreement in respect to rates of pay, wages, hours of employment, or other conditions of employment not less than 140 days prior to August 31, 1970.
- (C) This agreement may be amended at any time by the mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.



- (D) The BOARD agrees that in its next negotiations with the FEDERATION it shall consider the cost-of-living schedule set forth below and the effect it has had on the current salary schedule.

The BOARD agrees to use the Feb. 1969, Consumer Price Index (CPI) to determine the increase in the cost-of-living from Feb., 1968 to Feb., 1969. Note: Consumer Price Index in Feb. 19, 1968, was 119.0.

Cost of Living Schedule

119.0 - 120.2	\$70.00
120.3 - 121.5	\$70.00
121.6 - 122.8	\$70.00
122.9 - 124.1	\$70.00
124.2 - 125.4	\$70.00
125.5 - 126.7	\$70.00

Section 2. Severability

This agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General or by any other administrative agency of the State of Michigan including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

ARTICLE XI

MAILING ADDRESS FOR NOTICES

The notice requirements of any provision of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective addresses of the parties. In the event that either party shall desire to change the address for such notices, he shall furnish to the other in the manner required hereunder a written notice of such change.

ARTICLE XII

RATIFICATION

BOARD OF EDUCATION, LAKE SHORE PUBLIC SCHOOLS

\_\_\_\_\_  
Frank E. Kirk, President

\_\_\_\_\_  
Casper Winters, Vice-President

\_\_\_\_\_  
Patrick J. Johnson, Secretary

\_\_\_\_\_  
Melvin J. Jansen, Treasurer

\_\_\_\_\_  
J. Willard Carpenter, Trustee

\_\_\_\_\_  
James W. Gillis, Trustee

\_\_\_\_\_  
Raymond J. Sullivan, Trustee

LAKE SHORE FEDERATION OF TEACHERS, AFT

\_\_\_\_\_  
John Grindstaff, President

\_\_\_\_\_  
Harold Suminski, Executive Vice-President

\_\_\_\_\_  
Carl Schippel, Vice-President (High School)

\_\_\_\_\_  
Ronald Sturza, Vice-President (Jr. High School)

\_\_\_\_\_  
Lawrence Swantek, Vice-President (Elementary)

\_\_\_\_\_  
Victor Grassman, Vice-President (Elementary)

\_\_\_\_\_  
JoAnn Benaquisto, Secretary

\_\_\_\_\_  
P. Anne Cushman, Treasurer

APPENDIX A

1968-69 CALENDAR

Lake Shore Public Schools  
St. Clair Shores, Michigan 48082

Monday, September 2	Labor Day (Schools closed)
Tuesday & Wednesday, Sept. 3 & 4	Faculty meetings
Thursday, September 5	Classes begin
Wednesday, November 27	Thanksgiving Recess (Schools close at end of day)
Monday, December 2	Schools reopen
Friday, December 20	Christmas Recess (Schools close at end of day)
Monday, January 6, 1969	Schools reopen
Friday, January 24	Record Day (End of semester) (Thursday and Friday in High School)
Monday, January 27, 1969	Second Semester begins
Thursday, April 3	Easter Recess (Schools close at end of day)
Monday, April 14	Schools reopen
Thursday, May 29	Memorial Day Recess (Schools close at end of day)
Monday, June 2	Schools reopen
Wednesday, June 11	Elementary schools close at noon
Thursday, June 12	Record Day
Friday, June 13	Record Day - Elementary students return to pick up report cards from 2:00 to 3:00 p.m.

APPENDIX B

TEACHERS'

1968-69 SALARY SCHEDULE

STEPS	BA DEGREE	MA DEGREE	ED. SP. DEGREE	PH. D. DEGREE
1	6940	7440	7940	8440
2	7240	7740	8240	8740
3	7540	8040	8540	9040
4	7840	8340	8840	9340
5	8140	8640	9140	9640
6	8490	8990	9490	9990
7	8840	9340	9840	10340
8	9240	9740	10240	10740
9	9640	10140	10640	11140
10	10090	10590	11090	11590
11	10540	11040	11540	12040
12		11540	12040	12540
13		12040	12540	13040

- (1) CERTIFICATED TEACHERS. Credit for inside experience for less than a full school year will be paid at the rate of 1/10 of the yearly increment for each month's experience. Credit for experience outside the district up to a maximum of 4 years will be given in full. For less than a full school year, credit for outside experience will be paid at the rate of 1/10 of the yearly increment for each month's experience.

A substitute teacher on a special certificate, who is subsequently employed as a regular teacher, shall receive credit for each block of 180 days' service as a substitute and each 180 days shall be the equivalent of 1/2 year's experience on the salary schedule up to a maximum of 4 years.

Related experience in industry, which is required for vocational certification, shall be counted in lieu of outside teaching experience, and up to 4 years' credit on the salary schedule will be given for such experience.

APPENDIX B (Cont.)

- (2) MILITARY SERVICE CREDIT. Any employee who undergoes compulsory service shall be given credit upon his return to the district on the then existing salary schedule for the annual increments for the time of such service subject to a maximum of 2 years' credit. (Subject to Article VII, Section 1, (F))
- (3) PAYMENT FOR ADVANCE DEGREES. A teacher shall advance to the appropriate academic degree of the salary schedule effective the month in which he has completed the requirements for that particular advanced degree, if such completion occurs before the fifteenth day of that month, but in any event the following month.
- (4) ADDITIONAL COMPENSATION FOR COUNSELORS. Each full-time counselor shall receive the sum of \$700.00 in addition to his base salary in accordance with the schedule hereinbefore provided. Part-time counselors shall be paid a pro-rated amount of this total sum for such service. It is understood that counselors shall work an additional two (2) weeks during the summer months and the scheduling of such additional weeks shall be arranged between the counselor and the appropriate administrator.
- (5) ADDITIONAL COMPENSATION FOR SPECIAL EDUCATION TEACHERS. The following listed positions shall be paid the sum of \$500.00 annually in addition to the basic salary of the teacher in accordance with the foregoing schedule:

Speech Correctionist  
Special Education Classroom Teacher
- (6) COMPENSATION FOR DIAGNOSTICIANS. Each duly certified school diagnostician shall be paid, in addition to his basic salary, a differential equal to 10% of his basic salary in accordance with the schedule hereinbefore provided.
- (7) ADDITIONAL COMPENSATION FOR VISITING TEACHERS. Each duly certified visiting teacher (school social worker) shall be paid the sum of 10% annually in addition to the basic salary of the teacher in accordance with the foregoing schedule.
- (8) LONGEVITY PAY. The BOARD shall give each teacher a \$200 increment every fifth year after reaching the maximum of the salary schedule.
- (9) VACATION PAY. Each employee shall receive \$40.00 of his scheduled salary in one lump sum on the pay day immediately preceding the Christmas recess.
- (10) DOUBLE MASTERS DEGREE. Each teacher who holds a second masters degree shall be paid an additional \$500 differential.

APPENDIX C

1967-68 EXTRACURRICULAR COMPENSATION SCHEDULE

The percentage indicated in the following schedule shall be applied to the particular employee's salary according to the number of years experience in the particular extra-curricular activity and not on the number of years teaching or his current step on the salary schedule.

Senior High

<u>Activity</u>	<u>Rate of Compensation</u>
Department Head	1% for each member in the department up to a maximum of ten departmental members.
Forensics	3%
Debate	5%
Dramatics	4% for each major production as approved by the building principal.
G.A.A.	4%
Yearbook	8%
Senior Advisors	7% (each)
Junior Advisors	4% (each)
Band	6%
Chorus	4%
Cheerleaders	4% (each)
Student Council	6% (to be compensated only if no released time is provided)
National Honor Society	2%
School Newspaper	8%
American Field Services	5%
<u>Coaching</u>	
Athletic Director	\$1200
Head Varsity Football	10%
Head Varsity Basketball	10%
Head Varsity Baseball	8%
Head Varsity Track	8%
Head Varsity Wrestling	8%
Head Varsity Cross Country	6%
Head Varsity Tennis	6%
Asst. Varsity Football	8%
Asst. Varsity Baseball	6%
Asst. Varsity Track	6%
Asst. Varsity Wrestling	6%
Head Junior Varsity Football	8%
Head Junior Varsity Basketball	8%
Head Junior Varsity Baseball	6%
Head Junior Varsity Track	6%
Asst. Junior Varsity Football	6%
Hockey	8%
Gymnastics	8%
Golf	5%
Girls' Basketball	5%
Girls Softball	5%

APPENDIX C

Junior High

<u>Activity</u>	<u>Rate of Compensation</u>
Department Head	1% for each member in the department up to a maximum of ten departmental members.
School Newspaper	8%
G.A.G.	4%
Band	4%
Chorus	2%
Cheerleaders	2% (each)
Student Council	4% (to be compensated only if no released time is provided.)
Jr. National Honor Society	2%
Yearbook	6%
Dramatics	2% (for each major production as approved by the building principal)

Coaching

Head and assistant coaches in the same sports will be paid the same percentage as follows:

Football	6%
Basketball	6%
Baseball	5%
Track	5%

Elementary

<u>Activity</u>	<u>Rate of Compensation</u>
Band	4%
Chorus	2%
Safety Patrol	4%
Service Squad	4%
Audio Visual	4%

APPENDIX D

SABBATICAL LEAVE

1. Sabbatical leave of absence may be granted to members of the professional staff of the Lake Shore Public Schools. The granting of such leave is subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. The rules and regulations of the Lake Shore Public Schools Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:
  - a. Any board, after a teacher has been employed at least seven consecutive years by said board and at the end of such additional period of seven or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two semesters at any one time; provided that the teacher holds a Permanent or Life Certificate or is engaged in teaching in a college maintained by the board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said board shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; provided, however, that said board shall not be held liable for death or injuries sustained by teacher while on sabbatical leave.
  - b. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of control of public school employees retirement funds.
  - c. A teacher, upon return from a sabbatical leave, shall be restored to his or her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by the rules and regulations of the board made pursuant to law. (Sec. 572, School Code of 1955 - M.S.A., 15-3572.)
3. Any professional employee of the Lake Shore Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service.
  - a. Applicant must hold a Life or Permanent Certificate and a Bachelors Degree.
  - b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the Lake Shore Public Schools. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board of Eduaation for professional improvement or restoration of health will not be deemed a break in the continuity of a service required by this section and will be included as a year of service in computing the seven consecutive years.



- c. A maximum of three per cent (3%) of the professional employee may be granted sabbatical leave each year. Insofar as possible a proportionate division of leaves will be granted to the various groups of the professional staff. If more than 3% of the professional staff qualify for sabbatical leave, priorities will be established on the basis of the following:
    - (1) Prior leave
    - (2) Application date
    - (3) Seniority in the school system
  - d. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
  - e. No professional employee will be granted more than two sabbatical leaves, and a minimum of seven years must elapse before the first and second leave.
  - f. Any professional employee who is granted a sabbatical leave must sign an agreement with the Board of Education to return from leave and serve at least one year, or refund any compensation while on leave.
4. Sabbatical leave will be granted for the following purposes:
- a. For work on advanced degree (a minimum of ten semester hours of graduate credit each semester.
  - b. Independent research which must be under the supervision of the school district or an accredited college or university.
  - c. Any other reasons, such as travel or writing must be approved by a committee composed by three teachers and one administrator elected by the total professional staff.
5. Applications for sabbatical leave must be filed on the prescribed forms with the Superintendent of Schools. Applications for sabbatical leave beginning with the first semester may be filed at any time between January 1st and February 15th. Applications for leaves beginning the second semester must be filed between the dates of August 1st and September 15th. The Superintendent shall give notice to the applicant whether the request is granted or rejected, within 90 days of the due date for filing the application.
6. Approval of a sabbatical leave by the Board of Education will be contingent upon securing an employee qualified to assume the applicant's duties.
7. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Education.
8. Requirements and status while on sabbatical leave are defined as follows:
- a. The compensation for the staff member on sabbatical leave will be three-quarters (3/4) of the salary he would receive if on active staff status for the period in which the leave is effective.

- b. Payment of salary to a staff member on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave will be responsible for keeping the business office notified as to his address.
  - c. A term of sabbatical leave will entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
  - d. The regular sick leave policy will apply to an employee on sabbatical leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning of illness. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration
  - e. A sabbatical leave granted to a regular employee of the professional staff will also operate as a leave of absence without pay from all other school activities.
  - f. Any employee granted a leave of absence pursuant to these rules and regulations may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of Education, and the employees may agree upon in writing.
9. An employee on sabbatical leave will report to the Superintendent as follows:
- a. The employee will immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
  - b. An interim report will be filed at the mid-point of the period for which the leave is taken. This report will contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
  - c. A final report will be filed with the Superintendent in accordance with the provisions as stated in a following section.
  - d. The Superintendent may require, and the employee will promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent will find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the BOARD will become immediately due and all future payments will cease. Any professional employee granted sabbatical leave under the provisions of this policy, must sign an agreement with the Board of Education to return from leave for at least one year or refund any compensation received while on leave.
10. Requirements and status upon returning from sabbatical leave are as follows:

- a. At the expiration of a sabbatical leave the employee will be restored to his position; provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.
  
- b. Each employee returning from sabbatical leave will file a final written report with the Superintendent not later than 60 days after the day on which the employee again takes up active service. The report will include the names of institutions attended, course pursued, credits received, experience gained, of the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An employee will not be considered as having completed the requirements of the sabbatical leave until his final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the program as presented by the applicant has been followed. When approved by the Superintendent, these final reports will be transmitted to the Board of Education

## APPENDIX E

### DISCIPLINE

Since a teacher is responsible for the discipline of the classroom, it is his duty to maintain good order and to require of his pupils a faithful performance of their duties. To enable him to discharge such a duty effectively, he must necessarily have the power to enforce prompt obedience to his lawful commands. The law recognizes that cases will arise where corporal punishment is necessary as the only recourse. The theory has become established that to maintain school discipline the teacher must stand in the shoes of the parents and have the power to act as a parent for that limited purpose. Corporal punishment is not recommended in the high school. Formal corporal punishment in the elementary schools shall be administered only by the building principal with the involved teacher as a witness. Physically restraining a pupil is not necessarily corporal punishment. Corporal punishment is defined as premediated physical punishment administered for a misdeed. The administration and the Board of Education, further, will not condone a teacher using corporal punishment that is immoderate or unreasonable or administered under the stress of anger or mental agitation.

## APPENDIX F

### PROMOTION POLICY

#### GENERAL PHILOSOPHY

We believe that the building administrator holds a key position in an educational program. As an educational leader in his or her building, the good administrator encourages good educational practices, helps teachers to do their best in the classroom, is a good business manager, and is a goodwill ambassador for the school. We owe it to our children to make every effort to secure the most able persons for these positions.

Given candidates of equal promise and qualifications, persons already in our system, teachers and administrators will be given preference. Always the effort will be made to select the best candidate, inside or outside the system.

No person may be considered to be a "preferred" candidate. Only after careful and thorough study will the Superintendent recommend a candidate to the Board of Education.

#### 1. TRAINING

At least a Master's Degree from a recognized college or university is required. The candidate's demonstrated desire for advanced work beyond the Master's Degree will be considered. By the 1969-70 school year, no applicant will be considered for promotion unless he or she meets the following educational requirements:

##### a. Principal

The applicant for the position of principal shall hold a Master's Degree with at least twenty semester hours of graduate work in professional education with major emphasis on administration and supervision. This preparation should include such graduate courses as educational philosophy, administration and supervision, curriculum, guidance, educational psychology, and related courses.

##### b. Assistant Principals

The applicant for the position of assistant principal shall hold a Master's Degree with at least ten hours of graduate training in school administration, supervision and guidance and shall meet the requirements for a principal within four years after assuming the duties of assistant principal.

#### 2. EXPERIENCE

A successful teaching and/or administrative experience of at least five years will be considered a necessity. The candidate must have proper certification. Previous administrative experience, in itself, will not be a deciding factor. Nor will the length of the experience, in itself, be a deciding factor. Rather, the quality of the experience, teaching and/or administrative, will be considered most important.

#### 3. DEMONSTRATED ABILITY TO GROW IN THE PROFESSION

A vital consideration in the final selection will be the candidate's demonstrated capacity for growth under added responsibilities.

#### 4. PROFESSIONAL QUALIFICATIONS

The ability to assume democratic leadership in working with faculty, parent, and children in the cause of education will receive careful consideration. Of special concern will be the candidate's knowledge of the elements of a strong school program. Candidates should have a thorough understanding of the methods for building a strong program.

#### 5. PERSONAL QUALIFICATIONS

The candidate should rate high in such personal qualifications as health, vitality, personal appearance, and ease in dealing with people.

#### 6. PROCEDURES FOR POSTING POSITIONS

- a. Notice of all openings shall be listed and announced to all administrative personnel. The procedures for the transfer of administrative personnel as expressed in the policy on Administrative Transfer shall be followed.
- b. All positions not filled by administrative transfers shall be posted on the bulletin board in the teachers lounge of each building for not less than six (6) school days to permit all interested employees to make application for such position. Dates during which applications will be accepted will be included in this announcement.
- c. The Superintendent of Schools will simultaneously bulletin the leading universities and/or colleges of education.

#### 7. METHOD OF APPLICATION

- a. Formal letters of application should be addressed to the Superintendent of Schools outlining the applicant's training, experience and general qualifications. Names of references should be included. Applications should be filed within the specified dates for application.
- b. In addition to the formal letter of application, the following information shall be submitted to the Superintendent of Schools before the applicant's initial interview.
  - (1) An up-to-date application form
  - (2) Up-to-date credentials
  - (3) An up-to-date transcript of undergraduate and graduate credits

#### 8. INTERVIEW AND SELECTION PROCEDURES

- a. Applicants shall be interviewed by a screening committee consisting of:
  - (1) The Superintendent of Schools or his designee.
  - (2) The Assistant Superintendent of Schools in Charge of Instruction or his designee.
  - (3) Secondary or Elementary Principal (whichever applies)