

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

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IN THE MATTER OF THE  
FACT FINDING BETWEEN:

WAVERLY SCHOOL DISTRICT,

-and-

MICHIGAN EDUCATION ASSOCIATION.

MERC Fact Finding Case

No. L84- C-559

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FACT FINDING RECOMMENDATION

INTRODUCTION

Pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's regulations, a fact finding hearing was held regarding matters in dispute between the above parties. Pursuant to an agreement between the Waverly School District, hereinafter referred to as "District" and the Michigan Education Association, hereinafter referred to as "Association", hearings were held on September 6 and 7, 1984 at the Michigan Department of Labor, Bureau of Employment Relations Offices, located at 309 N. Washington, Lansing, Michigan. The undersigned, William E. Long, is the Fact Finder herein.

APPEARANCES

FOR THE DISTRICT:

Peter Patterson, Attorney  
Bob Soderman, Middle School Prin.  
Warren Starr, Administrator  
JoAnn Katherine, Special  
Education Administrator  
Ralph Chapman, Elementary  
School Principal  
Jack Midgley, Asst. Superintendant  
Administrative Services  
Jason Flower, Elementary School  
Principal

FOR THE ASSOCIATION:

Al Morrison, Representative  
Michigan Education Assoc.  
Donna Hunt, teacher and  
member of negotiation team  
Joyce Preston, Elementary  
teacher

Alice ShelanderRowe, Elementary  
School Principal  
Ron Erickson, Economic Consultant  
to District  
Jerry Papciak, Director of Budget &  
Finance  
Peggy Fred, Director of Personnel

#### HISTORY

The prior Collective Bargaining Agreement terminated on June 30, 1984. The bargaining unit is described as follows:

All full time and regular part time contracted professional teaching personnel, counselors, and coordinators certified by the Michigan Department of Education and employed by the Board of Education at the Waverly Schools including teachers on tenure and probation, but excluding all personnel with the power to hire, dismiss or effectively recommend the hiring or dismissal of personnel, as well as administrators, supervisors, substitutes, nurses, aides, non-certified personnel, and all other employees.

Negotiations between the District and the Association took place during the summer of 1984. The services of a mediator were utilized but ultimately the mediator initiated an application for fact finding, having concluded that the matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known. The Employment Relations Commission appointed this Fact Finder on August 28, 1984 with the request that a hearing be promptly scheduled and findings and recommendations be made expeditiously. Hearings were conducted commencing approximately 4:00 p.m. September 6, 1984 through 2:00 a.m. September 7, 1984 and commencing approximately 7:30 a.m. September 7, 1984 and concluding approximately 7:00 p.m. September 7, 1984. A calendar for presentations by the parties was agreed upon. Fact finding proceeded with a detailed presentation by both sides supported by numerous exhibits. The Association presented 8 exhibits and the District presented 49 exhibits. This material was reviewed in great detail following the close of the hearings.

The fact finder was impressed by the sincerity and professional quality of the presentations and has been assisted by the clear elucidation of the issues and by the supporting documentation.

The Waverly Community Schools, consists of approximately 3,200 students and a teaching staff of 215 FTE. Presently the District is comprised of four elementary schools, a junior high with grades 6 and 7, a junior high with grades 8 and 9, and a high school with grades 10 through 12.

A one time rapidly growing school district, Waverly Community Schools has declined from approximately 5,100 students in 1971 to a projected 3,200 in the school year 1984-85. This decline in enrollment caused the closing of one elementary school and the scheduled closing of a junior high in September of 1985. To accommodate this decline, the District has plans to reorganize to continue its K-5 elementary school, implement a 6-8 middle school and a 9-12 high school, all beginning in September of 1985.

The District's millage has remained generally constant over the past eight years. Millage renewals have also been generally supported, the last time a millage was defeated beginning in 1978. In June 1984, Waverly secured a four-year millage levy that called only for renewal plus a 1/2 mill for long range maintenance and repair of its facilities.

The District is proud of the many programs it has developed not typically found in other school districts. Comments made and attitudes displayed by the participants at the hearing left the hearing officer with the impression that there has not been a significant turn over in teaching staff over the years; that teaching staff and administration generally share a good working relationship and there is a positive respect for the collective bargaining process. The agreement that expired

on June 30, 1984 was a one year agreement. Each of the two agreements prior to that were of two years duration.

#### ISSUE SUMMARY AND NOTE ON FORMAT

Issues presented to the fact finder are grouped in seven major categories. There are 24 sub-issues within these major groupings. For each major category and/or sub-issue the format that will be used will be:

- issue identification
- discussion
- recommendation
- rational for recommendation

Listed below is a summary of issues in the order they will be presented, each to be addressed in more detail later.

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## Appendix A - Salary and stipend adjustments

### ISSUES

#### Duration of Contract

##### Discussion

The District has proposed the agreement extend for three years, citing certainty, stability and less time devoted to negotiations as advantages to a longer agreement. The Association is not opposed to a 3 year agreement per sé but cannot agree to a three year duration without major modification in the District's salary proposals

##### Recommendation

It is recommended the duration of the agreement be 2 school years, covering 1984-85 and 1985-86.

##### Rational

Given the general uncertainty of the economic and political forces in the coming 12 months it is difficult to predict the fairness of elements of the agreement written now to apply 3 years from now. Because of the implementation of the middle school plan one year from now, a two year agreement will allow for a year's experience working within this agreement. Following that implementation it is likely modifications will be desirable. Reviewing the agreement 2 years from now will provide sufficient stability and an opportunity to test the middle school concept yet permit timely change if needed. It is also noted that a two year agreement is consistent with this District's past experience.

#### ARTICLE VI - TEACHING LOADS AND WORKING CONDITIONS

##### 6.1 - Limitation on number of preparations in Middle School

##### Discussion

This issue arose because of the implementation of the middle school plan. The previous agreement provided "A secondary teacher shall have no more than three (3) preparations. a preparation shall be defined as a different subject area or

different grade level of instructor." With the implementation of the middle school plan in the 1985-86 school year, a number of teachers presently teaching in the junior high grades 6 and 7, and 8 and 9, will begin teaching general education in teams in the middle school. The District has proposed language which would retain the current limitation of no more than three (3) preparations in grades 9 through 12, but would have not more than four (4) preparations as the limit for general education teachers in the middle school. The District is proposing this change based on its planning to date for scheduling and grouping of teachers in teams. It indicates that it is not necessarily its desire to have teachers in the middle school be required to have four (4) preparations but that is nearly impossible at this time to predict whether and to what extent scheduling may require some teachers to exceed three (3) preparations.

The Association acknowledges there may be some administrative problems, but contends this is a major departure from past agreements. The Association points out that the middle school plan already calls for an additional Advisor/Advisee assignment which teachers will have to prepare for and if the preparation limit is changed from three (3) to four (4), the effect would be to add two (2) more preparations to that authorized under the previous agreement. The Association argues five (5) preparations are too much to expect of a teacher and the quality of education will suffer.

#### Recommendation

It is recommended that the language proposed by the District, which includes language specifying that the general education teachers in school shall have no more than four (4) preparations, be adopted. It is also recommended that the following language be added to the proposed language:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT  
IT SHALL BE THE GOAL OF THE DISTRICT TO  
LIMIT THE NUMBER OF PREPARATIONS OF GENERAL  
EDUCATION TEACHERS IN MIDDLE SCHOOL TO NO

MORE THAN THREE (3). WITHIN THIRTY DAYS FOLLOWING IMPLEMENTATION OF THE MIDDLE SCHOOL PLAN, A COMMITTEE CONSISTING OF TWO (2) TEACHERS APPOINTED BY THE ASSOCIATION AND (2) ADMINISTRATORS SHALL BE ESTABLISHED TO REVIEW THE INCIDENCE OF MIDDLE SCHOOL TEACHERS HAVING MORE THAN THREE (3) PREPARATIONS. THE COMMITTEE SHALL REPORT ITS FINDINGS AND RECOMMENDATIONS, IF ANY, TO THE ASSOCIATION AND THE BOARD NOT LATER THAN SIX MONTHS FOLLOWING IMPLEMENTATION OF THE MIDDLE SCHOOL PLAN.

#### Rational

After review of District exhibits (16-19) and hearing District Witness Soderman, the Fact Finder is convinced that there may in fact be a need for some general education teachers in the middle school to have four (4) preparations. This appears particularly so because of the shift to the team teaching approach concurrent with implementation of the middle school plan.

At the same time, the Association appears to have a valid concern with the potential impact on the quality of education and with what could be viewed as a precedent and goal of the District to make four (4) preparations a standard for the District. It is recognized that it is difficult to assess the impact on quality and certainly impossible to assess the District's practices before the middle school plan is implemented. The additional language proposed by the Fact Finder attempts to address this concern. This approach is not unique or foreign to the parties. A similar approach was used in the previous agreement for the pilot program for a Conference Bank. It could provide the parties with a timely assessment from which to determine if modifications would be desired in future agreements.

#### 6.3 A - Class Size

#### Discussion

The previous agreement language pertaining to class size pertinent to this issue is the following:

<u>Instructional Level/Program</u>	<u>Maximum Per Class</u>	<u>Limitation Per Day</u>
K-5	28	Not Applicable
6-12 not to restrict performing music	32	150
6-12 Laboratory	Number of teaching stations, but not to exceed 30	150
6-12 Physical Education	42	210
Modified	22	110

This language has not been changed since 1979. With the implementation of middle school and the team teaching approach the District points out that it may need more flexibility and, therefore, has proposed footnote language applicable to "6-12 not to restrict performing music" and "6-12 Physical Education" as follows:

"Where team teaching is used, this shall be the average teacher on the team. The limitation per day shall not apply."

The Association proposed that the maximum per class size be modified as follows:

<u>I-structional Level/Program</u>	<u>Maximum Per Class</u>	<u>Limitation Per Day</u>
K-5	26	Not Applicable
*Middle School	28	150
Secondary (not to restrict performing music	30	150
6-12 Laboratory (including computer)	Number of teaching stations, but not to exceed 26	150
6-12 Physical Education	38	210
Modified	22	110

\*Where team teaching is used this shall be the average per teacher in the team.

The Association argues its proposal is intended to more accurately reflect the educational and classroom management needs in the years immediately following elementary school. The Association states it is educationally unfair to the students and the teachers to maintain such a gap in class size with the institution of the middle school. The middle school serves as a transitional stage for students from the educational environment



of elementary to high school and teacher contact time should be adjusted to assist in the transition. Lowering class size for the middle school would increase individual student contact.

Additionally, the Association argues in proposing an overall reduction of class size at all levels, that such a reduction would bring about an improvement in the individual student contact and consequently serve as an educational benefit to all.

#### Recommendation

It is recommended that the language proposed by the District be adopted with one modification. The proposed modification would be to accept the Association's proposal of a maximum per class of 26 for the K-5 level/program.

#### Rational

The Fact Finder is impressed with the need for the District to have the opportunity to implement the middle school plan and team teaching concept with as much flexibility as possible and without unnecessary restrictions. It will be important to the success of this fairly complex program that it be implemented as smoothly as possible. The Association's arguments for reduction may be valid, although admittedly it is difficult to present factual data in support of the relationship of individual student teacher contact to educational achievement at the class size levels being considered, and none was presented at this hearing. However, given the fact that the middle school plan and team teaching concept will be implemented during the period of this agreement it is not felt this is the time to alter the class size and potentially hinder implementation of the middle school plan.

Additionally, on review of District Exhibits 6 through 15, it appears the average class size has been well below the limitations provided in the proposed agreement. However, in reviewing those Exhibits, particularly Exhibits 9 and 10, it

is noted that there was quite a degree of disparity in the numbers of students within classrooms at the K-5 level. Exhibit 10 identifies 8 classrooms at Winans school on 1/21/83 with 26 or more students in them. From Exhibit 9 it can be concluded these same classrooms were at a 23 or 24 student level by 11/4/83. However the incidence and degree of disparity of class size between classrooms at this level appears consistently more than at other levels. Therefore, it is felt that a reduction of class size limit at this level from 28 to 26 will cause the District to better address this disparity. It is not felt this change would unduly restrict the Administration.

#### 6.3 B - Special Education Support in Regular Classroom

##### Discussion

The Association proposes that an aide be provided when the Administration places more than 3 Special Education students in a given class. The Association states that the unique nature of the educational requirements of Special Education students results in the teacher's workload substantially increasing each time a Special Education student is added to his or her class. The result being that the quality of education to all students is diminished.

The District proposes no change from language in the previous agreement which says in part that:

"in those classes which involve the integration of Special Education students into the regular classroom, "an effort will be made to provide a favorable pupil/teacher ratio. Modification in class size, scheduling and curriculum design may be made to accommodate the shifting demands that mainstreaming may create. The School District will provide materials, pupil personnel and supportive services for the teacher and handicapped student, in keeping with each individual student IEP (Individualized Education Plan)."

Further, the District points to language in 6.3 C. which provides a means to resolve disputes involving class size, memberships or composition. The District's response to the Associations proposal is that the previous agreement language has met the needs and can continue to do so with much more

"individuality" than the Association's proposal; that to establish an arbitrary number of 3 special education students in a classroom, to trigger the assignment of an aide, regardless of student time spent there or the nature or degree of the individual disability, has no basis; and that it would place an unnecessary administrative and economic burden on the District to provide aides as proposed. Additionally, the District argues there is no evidence of a resultant enhancement of the quality of education to either the special education student or non-special education student in the same classroom who would supposedly benefit from this additional "freeing up" of the teachers time through the support of the aide.

#### Recommendation

It is recommended that the District's position be adopted and the language of the previous agreement on this subject be continued in this agreement.

#### Rational

The District presented two witnesses, Katherine and Warren, and the Association presented Witness Preston on this issue. There was also discussion of a particular incident which in retrospect may not have been addressed as expeditiously as desired. The Fact Finder was attentive to the testimony of all witnesses on this issue and, based on that testimony, must conclude that the currently accepted language and procedure is preferable to the Association's proposal. Much more development of this approach would have to occur before it could be demonstrated how it would work and whether it could have the positive educational effect sufficient to offset the administrative and economic burdens. In the meantime, the language from the previous agreement appears to provide an adequate method of addressing the issue.

#### 6.15 - Timing of Call Announcements

#### Discussion

This subject becomes an issue primarily because of

the implementation of the middle school plan. Previous agreement language provided that:

"All call announcements during class via the intercom shall be limited to the first two minutes or the last five minutes of the class period and during the homeroom period in the secondary schools and during agreed upon times between principal and teacher in the elementary schools, except for such emergencies as fire, tornado, or similar circumstances."

The District proposes to modify this language in recognition of the middle school. It's proposed language is:

"Except for emergencies such as fire, tornado or similar circumstances, all call announcements during class via intercom shall be limited as follows:

A. Secondary, except middle school - The first two minutes of the class period.

B. Middle - The first five minutes of the school day, three minutes before the first lunch period and five minutes before student dismissal time.

C. Elementary - As agreed by the principal and teacher."

The Association believes the Board's proposal goes beyond the logical approach to establishing appropriate announcement times so they don't interfere with the educational process. The Association is language applies what is currently being done at the elementary level to all levels, ie: leave it to the principal and teachers in each school to determine the time for call announcements. The Association argues it has worked well at the elementary level, there is no reason it should not work at all levels.

#### Recommendation

It is recommended the District's proposed language be adopted with respect to the secondary and elementary school and be modified with respect to Middle School, as follows:

MIDDLE - AS AGREED TO BY THE PRINCIPAL AND THE MAJORITY OF TEACHERS IN THE SCHOOL, AS REPRESENTED BY A COMMITTEE OR SUCH OTHER JOINT ADMINISTRATION/ASSOCIATION PROCESS MUTUALLY AGREED TO.

#### Rational

There appears to be little real concern over the

procedure used in the secondary and elementary schools. The middle school plan is yet to be implemented and it was stated by both parties that there is on-going joint planning in preparation for implementation. It may be premature to establish any set time for the middle school. The proposed language is intended to provide an opportunity for testing to occur during the first year of middle school implementation and permit the parties to better justify their positions, if desired, at a later date.

#### Appendix B - Changes in Extra-Curricular Activities

##### Discussion

This issue involves whether or not to add certain extra curricular activities to Appendix B. The Association is proposing that certain district-wide positions of "Olympics of the Mind," "Great Books" and "Future Problem Solving" be added to the Appendix, and that a joint study committee review the softball and soccer needs as well as the high school volleyball coaches' stipends.

All of the modifications proposed for Appendix B (including those accepted by the Board) comes from the prior Joint Committee. That committee was composed of administrators and teachers. It is the Association's position that it would seem contradictory to now reject their own recommendation.

There was little testimony on this from either party and nothing presented by the District to indicate why it was not accepting the Joint Committee proposal.

##### Recommendation

It is recommended the Association's proposal be adopted.

##### Rational

The Association's proposal appears reasonable based on the fact it also had the support of the Joint Committee. There

was no evidence to show why these positions should not be added to Appendix B and the Joint Review Committee established.

#### ARTICLE VII - TEACHING HOURS

##### 7.1 Modification of class starting and dismissal times

###### Discussion

This issue arises primarily as a result of the implementation of the middle school plan. The District is proposing a modification in the student class starting and dismissal time to reflect the new schedule for the middle school. The Association does not disagree on the times identified for the middle school if there is some recognition of and offset for the increase in the middle school teacher day that would result and if the language dealing with review and modification of class time in the previous agreement is retained.

The District states it needs the revision in the language providing more independent authority in modifying the class starting and dismissal time to accommodate the uncertainty of scheduling when the middle school plan is implemented. Representatives of the District specifically stated at the hearing that it was not the District's intention to expand the hours in a school day. They also indicated the District would be willing to include language that would limit any such alteration of class starting or dismissal time to not more than once per semester.

###### Recommendation

It is recommended that language be developed for 7.1 which will reflect the following:

- Adopt the student class starting and dismissal times as proposed in the District's proposal;
- Adopt language relative to alteration of times which would be applicable to the first year of the agreement which is the same as that used in the previous agreement;

- Adopt language relative to alteration of times which would be applicable the second year of the agreement which is the same as that proposed by the District with the additional language regarding not more than one alteration per semester referred to above.

#### Rational

The District may need some flexibility in adjusting class times upon the implementation of the middle school plan. A process of mutual consent during the first year of implementation may be cumbersome and difficult to achieve, thereby inhibiting the smoothest possible implementation. The proposed recommendation recognizes the District's need to be able to adjust during this time period, but does not broaden it's authority unnecessarily or without some limitations.

#### 7.2 - Teacher duty time for Middle School

##### Discussion

This issue is present primarily because of the implementation of the middle school plan. With the implementation of that plan, a number of teachers presently teaching grades 6, 7, and 8 will teach in the middle school. The result, given the beginning and ending class times adopted in 7.1, will be that these teachers will be required to extend their work day by 35 minutes over what is currently required.

The Association proposes that language in this section be modified and that middle school teachers be required to be on duty five minutes before and five minutes after the starting and dismissal times for students rather than the current requirement of 20 minutes before and 20 minutes after starting and dismissal times.

The District recommends no change in the required starting and ending times for middle school teachers. It points out that there has never been total equity of duty time required between the elementary and secondary teaching staff, and when a

teacher moves from one teaching position to another, the different duty times are an expected result. The District further argues that there are safety and educational values associated with the requirement of teaching staff being present a sufficient length of time before and after student dismissal and to limit the required time at middle school to five minutes before and five minutes after dismissal would jeopardize those safety and educational purposes.

#### Recommendation

It is recommended that the proposed language as offered by the Association be adopted with a modification to provide that "middle school teachers shall be on duty fifteen minutes before and fifteen minutes after the starting and dismissal times for students".

#### Rational

Based on the District's Exhibits 20 and 21 and the testimony of District Witness Soderman, the Fact Finder is convinced there is nothing to show a clear consistency in duty times required of teachers teaching at different levels. However, particularly in reviewing Exhibit 21, the Fact Finder finds that most of the middle school schedules, particularly those which the District used to base it's design on, provide for a fifteen minute or less duty time period before class begins and after dismissal. It is, therefore, concluded that the safety and educational value of the duty-free time spent by middle school teachers before starting and after dismissal times for students will not be significantly jeopardized by permitting these teachers a fifteen minute time period rather than a twenty minute time period.

It may be easier for the District to administer a uniform duty time but in this case there is nothing to indicate that administration of two separate times is not possible or would be unduly cumbersome. On the other hand, this adjustment



will provide some recognition to a sizable number of teachers that the District is cognizant of the lengthened school day upon the implementation of the middle school plan.

#### 7.6 Modification of duty free time for Elementary Teachers

##### Discussion

Language in the previous agreement provided that teachers in the elementary school shall be given a 25 minute duty free break period each school day. The language further indicated that "break periods shall begin as soon in each school year as is possible, however, no later than the sixth full day of student attendance." The District is proposing no change in this language.

The Association proposes that the language be changed to reflect "that elementary school teachers be given 45 minutes duty free planning period each school day. The daily planning period may be split, but no segment may be less than 20 minutes." The Association further proposes that the language pertaining to when planning periods shall begin at the beginning of the school year be changed to provide that such planning periods shall begin no later than the second full day of student attendance.

The Association points out in support of its proposal that elementary teachers presently receive one-half of the planning time of teachers assigned to grades 6 through 12. The Association suggests that the additional 20 minutes duty free or planning time could be accommodated through the use of aides rather than teachers for recess supervision. It states this would additionally enhance the quality of contact with students because teachers would be better prepared for students in the classroom, not on the playground.

The District responded at the hearing by having Witnesses Chapman, Midgley, Flower and ShelandeRowe testify to the difficulty, if not impossibility, to administer the plan as

proposed by the Association. Witnesses testified that the relief by aides as proposed would be almost impossible to administer unless recess were to be provided immediately before and immediately after lunch periods, which would be impractical from an educational perspective. District Exhibit 25 presented what appeared to be a very limited time in which the District could accommodate this proposal and still meet other legal and administrative requirements.

#### Recommendation

It is recommended that the language as contained in the previous agreement providing teachers in the elementary school a 25 minute duty free break each school day be maintained. It is also recommended that the language pertaining to when break periods shall begin be amended to read "break periods shall begin as soon in each school year as is possible, however, no later than the FOURTH school day of attendance".

#### Rational

The testimony and exhibits presented by the District on this issue were quite convincing. It does appear that there would be substantial difficulties in attempting to accommodate this additional duty free break or planning period. On the other hand, while it is recognized that planning time will likely enhance student contact time, it is difficult to determine the balance between sacrificing student contact time for planning time and vice versa.

On the issue of the implementation date of break periods following the beginning of the school year, testimony was provided that current practice, in most cases is to institute these break periods no later than the second day. Therefore, it is recommended that the language be changed to the fourth day to better reflect current practice and still provide some flexibility.

#### 7.7 - Assigned planning periods for Middle School Teachers

### Discussion

This issue, like the one preceeding it, is a result of the implementation of the middle school plan. The previous agreement provided "secondary teachers shall have one of their assigned periods for planning".

When the middle school plan is implemented, including the team teaching approach, it is necessary to more clearly define the extent and nature of planning periods provided for middle school teachers. In addition, there will be two different catagories of middle school teachers. One catagory is considered the basic block and the other will be the exploratory/electives teacher.

Both the District and Association agree upon leaving the language referring to secondary teachers exactly as it is in the previous agreement. They disagree on the language as proposed to apply to the middle school teachers. Below is the language as proposed by the District and as is proposed by the Association.

### District Proposal

Middle school teachers shall have as follows:

- A. Basic Block - not less than ten (10) periods per week;
- B. Exploratory/Electives - not less than seven (7) periods per week.

### Association Proposal

Middle school teachers shall have planning periods as follows:

1. Basic Block - five (5) individual planning periods per week and not less than five (5) team planning periods per week;
2. Exploratory/Elective - five (5) individual planning periods per week and not less than two (2) Exploratory/Elective team planning periods per week. Additionally, the fifteen (15) minute block on either side of the lunch period each day shall also be designated as planning time.

Planning periods shall be as equally distributed as possible throughout a given week with a minimum of one (1) individual planning period per day.

As can be seen from the two proposals, the Association desires to delineate the distribution of and the number of planning periods identified as individual and team planning. The Association also proposes that an additional 15 minute block of time immediately preceeding and immediately following the lunch period be designated as planning time each day and that, at a minimum, one individual planning period be provided per day.

The District agrees on the total number of planning periods to be provided to both the basic block and exploratory/elective teachers per week but does not desire to be bound to the specifics of individual plans versus team plans nor the exact number or nature of planning periods per day. The District does not agree with the use of the fifteen minutes preceeding and following the lunch periods as a designated planning time.

Basically, it is the District's position that it is impractical and perhaps impossible to develop a schedule involving all of the middle school teachers which would permit the type of specificity required in the Association's proposal. District Exhibits 18, 19, and 21 describe the complexity of scheduling for the middle school.

#### Recommendation

It is recommended that the language proposed by the District be adopted with the following modification.

A. Basic Block - not less than ten (10) periods per week; "WITH A MINIMUM OF ONE (1) PERIOD PER DAY".

B. Exploratory/Electives - not less than seven (7) periods per week. "WITH A MINIMUM OF ONE (1) PERIOD PER DAY."

#### Rational

The testimony and exhibits offered by the District, and unrefuted by the Association, make it quite clear that planning for the middle school implementation is still in

progress. It is premature to lock in a particular schedule for planning periods with the specificity proposed by the Association until further planning and perhaps even implementation occurs. Upon review of the Exhibits, particularly number 21, it is observed that all of the middle school comparisons used by the District in designing the District's plan, provide for at least one preparation period per day. Therefore, it is recommended that the District's proposed language include the language identified above which will provide at least a minimum of one planning period per day per teacher.

#### School Calendar, Grade Marking and Year End Work Day

##### Discussion

Both the Association and the District are in basic agreement on the school calendar. They disagree in two respects however. The Association proposes to change the number of grade marking one-half days by adding two additional one-half days. The Association would propose a half-day grade marking day be provided at the end of each term. They argue that the current designated one-half day marking periods only partially cover the time needed to accurately complete marking responsibilities.

The Association provided Exhibits 4 through 8 and Witness Hurst to describe the extent and complexity of meeting responsibilities for grade marking. A survey was conducted by a member of the Association, (District Exhibit 49), which provided some background information on the extent of time used to complete reporting documents. On cross-examination, Witness Hurst acknowledged that there are a number of responsibilities which teachers must perform outside the normal workday time and she also acknowledged that the particular form displayed in Exhibits 4 through 6 had been used by the District over a period

of years and, therefore, were not a recently acquired responsibility.

The District pointed out that to accommodate the Association's proposal, a reduction in class time and, therefore, contact with the students would have to occur. This would result in an actual loss of instruction time.

The other issue in dispute involves the date of the teacher's last day on the school calendar for both years of the contract. The calendar as proposed by the District provides the teachers last day as June 10, 1985 and June 9, 1986. If these dates remain as proposed, the Association points out it would necessitate the teachers returning on a Monday following students last day on Friday. The Association proposes that teachers return on the Saturday following students last day, which is consistent with the practice in the previous agreement.

The District indicates that a teacher last day falling on a Saturday necessitates other District staff to be present on Saturday and other effects contracts regarding over-time, etc.

#### Recommendation

It is recommended that the language proposed by the District pertaining to grade marking remain as proposed and that the grade marking one-half days not be provided at the end of each term. Additionally, it is recommend that the dates for the teachers last day be modified, as proposed by the Association, to reflect ending dates of June 8, 1985 and June 7, 1986.

#### Rational

While it is recognized that the teachers, during marking periods, are required to spend additional time in preparation for and completing marking reports and in parent teacher conferences, it is equally true that other responsibilities require additional time and effort in the teaching profession. On the other hand, the impact of removing two additional one-half days from the teaching schedule and/or

readjusting class or planning times could have a substantial impact on the quality of education and would have a significant administrative impact. In balancing interests, it is not felt that the change that is proposed by the Association is justified at this time. The Fact Finder was intrigued with the idea of the survey approach to better assess this issue. It is not felt the survey revealed at the hearing was comprehensive nor sufficiently documented to provide an adequate assessment. Perhaps a joint effort by the Association and the District in this regard could provide a better assessment for determining this balancing of interest in the future.

It was not felt the District adequately justified their proposal for ending the teachers last day on a Monday versus a Saturday. There was no documented evidence provided by the District to lead this Fact Finder to conclude that the year just past, which ended on a Saturday was, over-whelmingly burdensome to the District. Since there is sufficient time to adequately plan for and accommodate any inconveniences which the District might experience from a Saturday teachers last day and since an ending day of Saturday as opposed to Monday would obviously promote morale among staff, it is recommended that the calendar dates reflect a Saturday teachers last day rather than Monday.

#### ARTICLE VIII - PROFESSIONAL COMPENSATION

##### 8.4 - Compensation for MA + 45

##### Discussion

The Association proposes that an additional classification in salary adjustment be added to the professional compensation schedule consisting of a Masters degree plus forty-five (45) credits. The District proposes no change in the current schedule which recognizes a Masters degree +30, but does not go beyond that.

##### Recommendation

It is recommended that the Association proposal not be

adopted.

#### Rational

Upon review of the District Exhibits 36 through 40, it is apparent that the District's compensation in this category is equal to or exceeds that of other comperable districts. The Association did not provide facts relative to the potential benefits accrued from this proposal, nor a suggested salary schedule for the implementation of the proposal if adopted. Such review and assessment would have to be provided before this proposal could be given serious consideration.

#### 8.7 - Compensation for Special Education and Alternative Education/Job Skills

##### Discussion

This issue involves the amount of stipend afforded to all teachers of special education and alternative education/job skills. The Association and the District are in agreement that this catagory receive \$325 in the 1984-85 year. This is a 8.3% increase over the previous agreement. They disagree on the amount to provided for the 1985-86 school year. The District proposes that the amount be changed to \$350 and the Association proposes that the amount be changed to \$500.

##### Recommendation

It is proposed that the amount to be reflected for the 1985-86 school year be \$375 and that the language referring to the 1986-87 school year be deleted from the District's proposed language.

##### Rational

The amount proposed in the above recommendation reflects an approximate 15.3% increase over the two-year span of the agreement. It is noted that the Board's own proposal, had the agreement been extended for a third year, reflects an approximate 8.2% to 8.3% increase each year. Additionally, the



Fact Finder was impressed with the testimony provided describing the services offered by special education instructors in this district. Given the changing need of the student composition and the complexity of the problems confronted in this area, it is felt this proposed increase is more than justified. Since it would not alter the Board's proposal until the second year of the agreement, it is quite likely the District will be able to adjust to any budget consequences of this proposal.

#### 8.8 A - Department Chairperson Special Compensation

##### Discussion

The Association and the District are in agreement on the compensation for this category for the 1984-85 school year. The District proposes that the compensation be increased from \$135 to \$145 effective with the 1985-86 school year. They further propose there be an additional \$5 increase effective with the 1985-86 school year. The Association proposes that there be an increase to \$175 for the 1985-86 school year.

##### Recommendation

It is recommended that the amount change to \$150 effective with the 1985-86 school year and that the language referring to the 1986-76 school year be deleted.

##### Rational

Exhibits 36 through 40 and, of course Association Exhibit number 1, were reviewed for all of these compensation considerations. The Fact Finders proposal reflects a total of 11% increase over two years, or approximately 3.5% above the Board's proposed increase. A review of the Exhibits, including number 23, indicate that this proposal is not inconsistent with comperable districts.

#### 8.8 B - Basic Bloc Leader Compensation

##### Discussion

With the implementation of the middle school plan, the parties have agreed to the need for basic block leaders. The

District proposal would provide Basic Block Leaders be paid \$100 for each teacher in the block and that amount increase to \$110 effective with the 1986-87 school year. The Association proposes that the Basic Bloc Leaders be provided with the same compensation in this category as that provided to other department chairpersons

#### Recommendation

It is recommended that the Association proposal be adopted and the language in the District proposal reflect this position and delete any language referring to the 1986-87 school year.

#### Rational

This proposal is made after a very thorough review of Exhibit 17. Additionally, with the implementation of the middle school plan and team teaching approach, it is expected the Basic Bloc Leaders will undergo the same or more difficult challenges as department chairpersons and, therefore, should be entitled to equal compensation.

#### 8.9 - Elementary Chairpersons Compensation

#### Discussion

The Association and the District are in agreement that this category forego any increase for the 1984-85 school year over the previous year. The District proposes that the amount be increased from \$225 to \$235 effective with the 1985-86 school year and \$240 effective with the 1986-87 school year. The Association proposes an increase to \$250 effective 1985-86.

#### Recommendation

It is recommended the amount change to \$240 effective with the 1985-86 school year and the language referring to the 1986-87 school year be deleted.

#### Rational

The Board proposal is approximately a 4.4% increase over two years. The Fact Finders proposal is approximately 2.2%

above the Board proposal for a total of 6.6% increase over two years. In review of the exhibits, this is not inconsistent with other school districts and is consistent with other proposals made by the Fact Finder in this category.

8.13 - Health Insurance, Fully Paid Premiums v District Limit  
Discussion

The language provided in the previous agreement and proposed in this agreement by the District would establish a maximum per month per teacher the District would pay for health insurance premiums over the life of the agreement. It is acknowledged that the District's maximum, to date, has met the full costs per teacher for the premium, but the Association is concerned that if the premium costs exceed the maximum, Association members will be forced to pay the difference. Therefore, the Association proposes the language be changed to simply reflect that the District will provide health insurance without cost to the teacher.

The District argues that this approach would not provide the certainty with respect to budgeting the current agreement provides and that this has not been a problem to date.

Recommendation

It is recommended that the language as proposed by the District be adopted with the following modifications:

In sub-section B change the dollar amount from \$280 per month to \$290 per month; in sub-section C, change the dollar amount from \$307 to \$335 per month.

Rational

The District's argument for certainty and budget is understandable, but so to is the concern the Association has for the certainty of their member's budgets. It is noted on calculation of the percentage increases over the history of this agreement and the previous agreement that the District provided a 19.8% increase from the 1983-84 year to the 1984-85 year.

Their proposal would provide an increase of 10.3% from the 1984-85 to the 1985-86 year and only a 9.6% increase from the 1985-86 to the 1986-87 year.

The Fact Finder's proposal, it is believed, better reflects what may well occur in health care premium costs. It provides for a 14.2% increase from the 1984-85 to the 1985-86 year and a 15.5% increase from the 1985-86 to the 1986-87 year. This also appears to be more consistent with the District's own increase from the previous year.

#### 8.13 A. 3. - Life Insurance, Modify Limits of Coverage

##### Discussion

The District currently provides \$15,000 of term life insurance per teacher. The Association proposes this be increased to \$25,000 coverage.

##### Recommendation

It is recommended the current coverage be maintained and not increased.

##### Rational

Upon review and comparison of Exhibit 23 offered by the District and Exhibit 1 offered by the Association, it is concluded the current coverage is very consistent with other comparable districts. It should be noted that the Fact Finder found a disparity in the same benefits as represented in Association Exhibit 1 when compared with Exhibit 23, the supposed source of information. Exhibit 23 data was used.

#### 8.14 - Mileage Reimbursement Modification

##### Discussion

This issue involves the amount of compensation teachers who regularly drive between schools will receive for mileage reimbursement. The District and the Association differ in the amount of compensation and in the language clarifying the policy. It was noted during the hearing that this matter is a subject of a grievance, therefore this Fact Finder will not

offer a recommendation on clarifying language. In review of Exhibit 23, it is found that all other districts use a per mile formula which seems a much more reasonable way to approach this issue.

#### Recommendation

It is recommended that the language clarifying this policy be deferred for further clarification in the grievance procedure. It is further recommended that, if in that procedure, the issue of reimbursement is not altered, an amount of reimbursement be established comparable to approximately .20 per mile based on the experience of the average of the teachers affected by this provision in the District for the previous agreement year.

#### Rational

The recommendation seems self-explanatory. It is hoped the parties can mutually agree to devise a new formula which will be based on a per mile calculation. Exhibit 23 provides appropriate examples and .20 per mile appears to be the norm.

### 8.15 - Vocational Teacher Mileage Reimbursement, Modification

#### Discussion

The only issue in dispute on this item is the extent to which the maximum mileage reimbursement for vocational teacher coordinators will be increased over the term of the contract. The District proposes to provide a \$200 increase over a three year term, provided the contract were to extend a third year. The Association believes the full increase should be provided effective in the 1984-85 year to more accurately reflect the increased cost to the individual teacher for work related travel responsibilities.

#### Recommendation

It is recommended that the District's proposed

language for reimbursement be adopted, but that the following changes be made:

- Change the \$900 to \$965 effective the first year of the agreement;
- Change the maximum amount effective with the 1985-86 school year from \$1,000 to \$1,035;
- Delete all language referring to the 1986-87 school year.

#### Rational

The Fact Finder determined that the over-all increase over two years would be \$200 and merely averaged that increase over the first two years of the agreement. It is felt that an increase each year is more reflective of actual work related costs and responsibilities.

### ARTICLE X - LEAVES

#### 10.11 - Sabitical Leave Pay Adjustment

#### Discussion

The District currently provides 75% of the contractual salary to a teacher who is on sabitical leave. The Association proposes this amount be increased to 100% of salary.

#### Recommendation

It is recommended that no change be made to the previous agreement and that the pay continue to be equal to 75% of the contractual salary.

#### Rational

Upon review of Exhibits 22 and 23 offered by the District, particuarly page 22 of Exhibit 23, it is found that this provision is equal to or beyond what most other districts provide. Additionally, there was no evidence offered to indicate that this provision is having a disparate effect on individuals depending upon their individual economic situation.

#### 10.16 - Conference Leave Bank

### Discussion

A Conference Leave Bank was established as a first year pilot project in the previous agreement. The previous agreement provided that for the 1983-84 school year, the conference bank shall contain the equivalent of two days and \$150 total per teacher. Since it was a pilot effort, it was not initiated until some time after the school year began and District Witness Starr testified that use of the Bank was approximately three-fourths of the days and 60% of the funds for the 1983-84 school year.

The District proposes the language remain the same in this agreement as provided in the previous agreement with respect to an equivalent number of days and amount per teacher day to be placed in the Bank. The Association proposes that the language be changed to reflect the following:

"The Conference Bank shall contain the equivalent of three days and \$150 total per teacher. Effective 1985-86 school year, the rate will increase to \$200."

### Recommendation

It is recommended that the language of the District be adopted with respect to the equivalent number of days and total amount of money per teacher with the addition of the following language as noted below in capital letters.

The Conference Bank shall ON THE DAY AFTER THE EFFECTIVE DATE OF THIS AGREEMENT AND EACH 1 YEAR ANNIVERSARY DATE THEREAFTER, contain the equivalent of two (2) days and \$150 total per teacher EXCEPT THAT AN AMOUNT EQUIVALENT TO THE AMOUNT IN THE BANK AT THE END OF THE 1983-84 SCHOOL YEAR SHALL BE ADDED TO THIS AMOUNT AND AVAILABLE FOR EXPENDITURE DURING THE TIME THIS AGREEMENT IS IN EFFECT.

### Rational

It is noted that this particular formula and procedure has only been in existence for approximately one year.

Utilization may have been low the first year of implementation. It is expected that utilization will increase, but there is too much uncertainty to justify altering the basic formula at this time. The modifications in the language as proposed are an attempt to reflect and compensate for first year implementation and at the same time provide some cushion for additional growth in the years covering this agreement.

#### ARTICLE XV - RETIREMENT

##### 15.2/15.3 - Lump Sum Retirement Adjustment

##### Discussion

The previous agreement contains language which provides in part that when a teacher retires after the equivalent of ten (10) years of teaching in the District, he/she shall receive a lump sum payment of \$1,500. The District is proposing no change in this provision.

The Association proposes that the amount and manner of calculating the amount be changed and that the language provide for a lump sum payment of \$200 for each year of service effective in the 1984-85 year and that the rate increase to \$300 for each year of service effective with the 1985-86 school year. Upon review of the District's Exhibit 23, it is found that this is certainly not a foreign concept and, in fact, most districts do use some manner of per year approach in calculating this benefit. The Association argues that such a change would serve as a partial recognition of long, dedicated service to the district by those qualifying for retirement. Elsewhere, the Association has proposals which it urges be adopted to, in part, provide an incentive for early retirement. It was pointed out by the District representative that these proposals may be in conflict.

##### Recommendation

It is recommended that the language in the previous agreement which provides for a lump sum payment of \$1,500 after



ten years of teaching in the District be retained with the following additional language immediately following the sentence ending with \$1,500 in 15.2 and following "payment" in 15.3. AND AN ADDITIONAL \$100 FOR EACH COMPLETED YEAR OF TEACHING THEREAFTER, PROVIDED THE TOTAL MAXIMUM AMOUNT RECEIVED SHALL NOT EXCEED \$3,000.

#### Rational

After thorough review of Exhibit 23 on this subject and considering the testimony received from both parties, it is the opinion of this Fact Finder that the proposed additional language addresses the Association's desire to recognize a greater degree of equity for those individuals who choose to retire and take advantage of this benefit between the tenth through the twenty-fifty year of service and the District's desire for budget certainty and restraint. Since there is a maximum, this approach certainly would not work as a disincentive for individuals to retire, perhaps early, after the twenty-fifth year. Both the benefit level and the approach proposed are not inconsistent with other comparable districts.

#### 16.7 - Early Retirement Incentive

##### Discussion

There was no language contained in the previous agreement relating to this issue. The District proposes no change. The Association proposes an early retirement incentive for teachers who have ten years or more service with the District and have attained the age of 55. It is proposed the District provide an annual stipend of 20% of annual salary at the time of retirement. The proposal further prescribes a means of distributing that amount over the life of the benefit.

##### Recommendation

It is recommended that no change be made from the previous agreement and that this early retirement benefit proposal not be adopted.

### Rational

From discussion at the hearing, it is concluded that this proposal needs more development before it can be given serious consideration. There remained a number of questions regarding its implementation and evidence was not submitted substantiating the need or impact of its implementation. Additionally, in review of Exhibit 23, this Fact Finder saw nothing similiar in comperable districts.

### Appendix A - Salary and Stipend Adjustments

#### Discussion

The District and the Association provided the Fact Finder with a very thorough background of the economics of the District and a comparison with other districts. The District provided Witnesses Erickson, Papciak, and Freds who discussed in detail the history and method of calculating the fund equity and projected fund equity balance; the District issues pending before the tax tribunal and the potential impact they could have on the budget; and the most recent contract settlements with other district employee personnel. Exhibits 23, 28, and 30 through 42 were extensively relied upon in review of this issue. Association Exhibits 1 through 3 were also relied upon.

The Association's proposal, District's proposal and the Fact Finder's recommendation pertaining to overall improvements in the salary schedule and proposed stipend is listed below.

#### PROPOSED OVERALL IMPROVEMENT FROM PRIOR YEAR SALARY SCHEDULE

<u>Year</u>	<u>Assoc. Proposal</u>	<u>District Proposal</u>	<u>Fact Finder Proposal</u>
1984-85	7%	5%	5.5%
1985-86	7%	5%	6.0%

#### PROPOSED STIPEND

	<u>Assoc. Proposal</u>	<u>District Proposal</u>	<u>Fact Finder Proposal</u>
One Full Year Level			

1984-85	\$200	\$200	\$200
1985-86	\$300		\$250
1986-87	N/A	\$250	
Four Year Level			
1984-85	\$400	\$350	\$350
1985-86	\$500	\$400	\$400
1986-87	N/A		
Seven Year Level			
1984-85	\$600	\$550	\$550
1985-86	\$700	\$600	\$600
1986-87	N/A		

### Rational

As indicated, the Fact Finder thoroughly reviewed all the material in reaching a recommendation. Particular items made note of included the low debt retirement, low voted millage for operating, and SEV. The presentations on fund equity and cash flow projections were helpful to better estimate projected cash flow, revenue and expenditures. Based upon the Fact Finder's calculations using District Exhibits 28 and 35, it is estimated that there will be approximately a \$30,343 additional expense for every 0.5% increase in the wage base. Considered in the context of the total projected budget of \$14,256,500 this equates to approximately 0.21% of the entire budget. Budget projections anticipate earnings from investment income approximately 10 times that amount.

On the other hand, the Fact Finder can appreciate the budget uncertainties described in the hearing. Upon review of District Exhibits 36, 38, 39, and 40, one finds the District proposal not significantly inconsistent with comparable districts. The one most noteworthy are:

	<u>From 83/84 to 84/85</u>	<u>84/85 to 85/86</u>
Mason	6%	---
Okemos	5%	5.5%
Holt	2% - 7%	---
East Lansing	4% - 6%	4% - 6%

While the Fact Finder is impressed that the projected budget is carefully balanced, he shares to a degree the observation of the Association representative that the

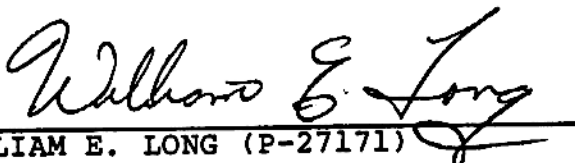
District's practice is to prudently underestimate revenues and overestimate expenditures.

There are numerous other factors that could be identified which contributed to this recommendation but, which if elaborated upon, would likely provide minimal guidance or reassurance to the parties at this point. In short, is felt the proposed recommendation is both affordable and equitable in the context of the District's individual position and in comparison with other districts.

On the issue of proposed stipends, it can readily be seen that the Fact Finder's proposal is consistent with the District's proposal with the exception of the one full year level for the 1985-86 year. It is believed this modification to the District's proposal is in keeping with the two year nature of the contract.

This concludes the findings and recommendations. It is hoped they are helpful to the parties.

Dated: 9-10-85

  
WILLIAM E. LONG (P-27171)  
Fact Finder  
122 S. Grand Ave., Ste. 203  
Lansing, MI 48933  
(517) 482-9311