

**AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION**

**OF THE**

**LAKE CITY AREA SCHOOLS**

**AND THE**

**LAKE CITY FEDERATION OF TEACHERS**

**AFT LOCAL 3239**

**2006-2009**

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## ARTICLE I

### Recognition

#### Section 1: Recognition

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all full-time and regularly-employed part-time (See Article XI, Section 3, Part K) certified professional personnel under contract, excluding therefrom all others such as, but not necessarily limited to, supervisory, executive, administrative and non-professional personnel, substitute teachers, athletic director, teacher aides and assistants.

B. The term "teacher" as hereinafter used shall refer to a person included within the above-described bargaining unit, and the term "Board" shall include members of the Board of Education or administrative staff.

#### Section 2: Postings

Establishment of new positions or functions within the bargaining unit related to instruction shall be collaboratively discussed with the Union prior to permanently filling the position. Temporary assignment shall not exceed the balance of the school year, nor shall such time in temporary assignment be considered in qualification for permanent assignment.

#### Section 3: Fair Employment Practices

A. This Agreement shall be applied uniformly to all teachers within the bargaining unit.

B. The Board, recognizing that well-qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who best fulfill these requirements.

#### Section 4: Union Dues Check-off

A. Upon filing with the Employer the written authorization form for payroll deductions designated below, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Union membership dues or fees representing the proportionate share of collective bargaining costs as determined by the Union from time to time (herein called "service fees"), levied in accordance with the Constitution and by-laws of the Union, from the pay of such employee. The form of the authorization shall be as follows:

AUTHORIZATION FOR DEDUCTIONS OF LAKE CITY FEDERATION OF  
TEACHERS MEMBERSHIP DUES OR SERVICE FEES

I hereby authorize the Lake City School district to deduct the sum of (check one)

\$ \_\_\_\_\_ representing my dues for membership in the Lake City Federation of  
teachers, MFT/AFT, AFL-CIO

or

\$ \_\_\_\_\_ as a service fee representing my proportionate share of the collective  
bargaining costs of the Lake City Federation of Teachers from each paycheck in the  
amount stipulated per pay period by the Union prior to the opening of school each year,  
which sum is to be paid in full to the Treasurer of the Lake City Federation of Teachers.  
Deductions shall commence with the pay period following receipt of this written  
authorization, up to and including the twentieth paycheck of each school year.

This authorization is to continue in full force and effect until such time as my  
employment is terminated, a change of assignment removes me from the bargaining unit,  
or until this authorization is revoked by written notice. I further authorize the  
Federation's Treasurer to change the amount of this deduction when such change has  
been adopted by a vote of the membership as prescribed by the Constitution of the Lake  
City Federation of Teachers.

Signed: \_\_\_\_\_

B. The Employer agrees to forward such deductions, along with a list of the employees from whom the deductions have been made, within one week following such deduction, to the Treasurer of the Union.

C. The Board shall forward to the Union a list of all employees within the bargaining unit and their grade assignments at the commencement of the school year. Further, the Board shall notify the Union of any employee in the unit entering or leaving the employment of the Board.

D. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency.

The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

E. Any dispute between the Lake City Federation of Teachers and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization form pursuant to this Article shall be reviewed with the employee by a representative of the Board and representative of the Lake City Federation of Teachers. Until the matter is resolved, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

#### Section 5: Union Security

The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designated to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

A. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.

B. Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of Union dues during such period, or having joined has not continued to pay Union dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Union from time to time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

C. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of this Agreement or its extensions or renewals, as well as new hires) of the above-stated thirty (30) day period the name(s) of such employees and date of employment.

D. Failure within the above-stated thirty (30) days to deliver authorization for deduction of either new union dues or the above-described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union that a

member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.

E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to reemployment.

F. The Lake City Federation of Teachers shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with Sections 4 and 5 of this Article. The Board retains the right to secure counsel in their own behalf and at their own expense.

## ARTICLE II

### Effect of Agreement

#### Section 1: Agreement

The parties mutually agree that the terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties.

#### Section 2: Savings Clause

If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement of substitute language for the voided provision(s).



## ARTICLE III

### Definition of Rights and Responsibilities

#### Section 1: Rights of the Board

A. It is agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
2. Establish, modify, or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, building, departments, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

#### Section 2: Academic Freedom

A. Teachers are encouraged to be creative and innovative within the classroom insofar as the purposes of the Board approved curriculum are being fulfilled in a professional manner. It is understood that professional, legal, and social standards must be met within the context of public schools.

B. The intercom system shall not be used for purposes of monitoring the classrooms.

### Section 3: Legal Representation

An employee made a defendant in any judicial proceeding with respect to any matter associated with the person's employment with the district is entitled to be represented by counsel, employed for and paid by the district unless the district, for good cause, determines that counsel should not be provided because (A) the employee acted in bad faith, (B) the employee knowingly violated the law, (C) the employee committed an intentional tort. Employees denied counsel will have access to the grievance procedure for the purpose of (A) securing a directive to the district to provide counsel, (B) seeking to be recompensed for the cost of counsel employed by the employee or both.

### Section 4: Student Discipline

A. Although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom or in any other student-teacher relationship, the Board accepts its responsibility to continue to give administrative backing and support to all its faculty members. The faculty agrees that all disciplinary measures invoked by them shall be reasonable and just and in accordance with established practices, including specifically the Michigan Corporal Punishment Act (MCL380.1312). It shall be the duty of the teacher to report to the principal the names of any students who, in the opinion of the teacher, need particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report. It is understood that the building level handbooks will be enforced by both the teachers and administrators.

B. Teachers shall assist in regulating student conduct outside their classrooms during working hours to the extent that such activity on the part of the teacher does not unreasonably impinge upon the teacher's classroom duties.

### Section 5: Assault

Any case of assault upon a teacher arising out of a school-related incident shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for this assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

### Section 6: Parent Complaints

Any complaint by a parent directed against a teacher shall be called to the attention of the teacher if the complaint is considered serious enough to result in a written record and/or to become the basis for any disciplinary action against such teacher.

### Section 7: Personnel Files

A. An employee shall be permitted to inspect the contents of his/her personnel file which have been added after initial employment. A Union representative may be present if

requested by the employee. Only one official file containing evaluative material shall be maintained for each teacher and shall be kept in the Central Office.

B. All teachers shall sign and date the materials placed in the file.

C. An employee shall be informed within a reasonable time of any material making adverse reference to the employee which is placed in the employee's file. All copies shall be signed and dated by the administrator. An employee shall have the right to attach his/her comments thereto within a month from the point of discovery. Comments shall be kept to "bearing on the contents of the Administrator's material".

### Section 8: Evaluations

#### A. Informal Observations

It is agreed that informal observations may comprise part of the overall evaluation of a teacher's performance. Whenever informal observations are made, based upon a demonstrable need, notice of the visitation will not be required.

#### B. Formal Observations

1. The teacher will be notified when a principal's visit is for the purpose of a formal evaluation. Preferably, a conference between the administrator and the teacher shall take place to discuss goals and objectives of the class or work period to be observed during the week of the visitation. The teacher has the right to request an alternate time for the observation to take place.

2. All formal observations shall be followed up by a written summary of the observations, pointing out strengths and weaknesses and suggestions for improvement. Within five (5) days after the observation, a conference may take place between the teacher and the administrator, at which time the written summary shall be discussed. The teacher shall sign the written summary during said conference. The signature shall acknowledge receipt of the written summary and the holding of the conference.

3. An employee shall have the right to be observed by another evaluator, such evaluator to be the Superintendent or his designee.

4. Each teacher upon initial employment or the beginning of the school year, whichever is later, shall be given a copy of the evaluation form upon which he/she will be evaluated. In the event the form is changed during the school year, each teacher shall receive a copy a reasonable time prior to its use.

C. There shall be final written summary evaluation of each teacher by the administration near the end of the school year. This evaluation shall be based upon an overall weighing of formal and informal observations, as well as parental, student, peer, and administrative commendations and substantiated complaints. The teacher shall receive a copy of this evaluation, receipt of which shall be acknowledged by the teacher.

### Section 9: Disciplinary Interviews

Disciplinary interviews and verbal reprimands shall be held in private. An affected employee shall have the right to request the presence of a Union-designated representative at said interview.

Within twenty-four hours of the request, the interview will be held or a mutually acceptable date scheduled. At the beginning of each school year the Union shall file with the Superintendent's office a list of designated representatives. The Board shall have a similar right to include its representative.

### Section 10: Use of Facilities

The Union and its representatives shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for the use of rooms one hour before the commencement of the school day or until five p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.

### Section 11: Bulletin Boards and Mailboxes

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin boards located in the teachers' lounge of each building. Said notices and other Union materials may also be circulated through office mail service. The Union shall identify its materials as Union publications.

### Section 12: Information Availability

The Board shall make available to the Union within a reasonable time statistics, records, work schedules, or other information that the Union reasonably needs for preparation of bargaining demands, for implementation of the terms of this Agreement, or for the processing of grievances arising out of this Agreement. (It is understood that this provision in no way requires the Board to compile materials in ways such material is not normally compiled.)

### Section 13: Release Time for Union President

The Union President or his designee shall be given released time for Union business at the discretion of the Superintendent, provided such discretion is not unreasonably withheld.

### Section 14: Professional Ethics Committee

A Professional Ethics Committee shall be established by the Union. The Professional Ethics Committee is a committee of the Lake City Federation of Teachers. Its functions are those given by this Agreement and/or other matters of internal L.C.F.T. concerns. When, in the opinion of the administration, a teacher (or teachers) abuses the terms or

spirit of this Agreement, the situation may be brought to the attention of the Professional Ethics Committee of the L.C.F.T. to determine an appropriate course of action.

## ARTICLE IV

### Negotiations Procedures

#### Section 1:

Negotiations for a new Agreement shall begin at a time, date, and place mutually determined by the Board and the Union.

#### Section 2:

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Board and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.

#### Section 3:

Both parties to this Agreement hereby acknowledge that neither party shall have a duty to negotiate with the other during the life of this contract upon matters contained herein or new matters not with the contemplation of the parties at the time of ratification of this contract. Notwithstanding the foregoing, the parties may in their own discretion agree to negotiate upon modifications of this Agreement during the life of the contract.

## ARTICLE V

### Grievance Procedure

#### Section 1:

A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

The following matters shall not be the basis of any grievance:

A. The discharge or demotion of a tenured teacher, it being understood that the Tenure Act provides a procedure and a remedy.

B. Discharge of employees in the bargaining unit during the probationary period shall not be grievable, provided:

1. The employee is furnished with written evaluations, based on direct observations, which evaluation specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and

2. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

C. Termination or failure to reappoint a teacher to a position on Schedule B or C.

#### Section 2:

At the beginning of each school year, the Union shall notify the administration of the Grievance Chairman and any alternate(s) who may perform this function in the absence of the Grievance Chairman.

#### Section 3:

An aggrieved person shall mean any member or members of the bargaining unit, or the Union in its own behalf, making the complaint. Wherever notice is used, it is intended that such be written notice to all parties concerned. The term days shall mean duty days, except where otherwise indicated.

#### Section 4: General Principles

A. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified.

B. If a grievance arises from the action of authority higher than the building principal, it may be initiated at Step II of this procedure.

- C. If a practice has occurred for one year, it will be determined to be past practice.
- D. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the teachers involved shall suffer no loss in pay.
- E. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the form may be rejected as improper, and such rejection shall not extend the time limits.
- F. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- G. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- H. If the Board or its designated agents fail to communicate a decision on a grievance within the specified time limits, the grievance may be appealed to the next step.
- I. The time limits specified in this procedure may be extended in any specific instance by mutual agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- J. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- K. The arbitrator shall have no power to establish salary scales or to change any salary.
- L. The arbitrator shall have no power to decide any question, which, under this Agreement, is within the exclusive responsibility of the Board to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of the Board, and shall so construe this Agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.
- M. The arbitrator shall have no power to interpret state or federal law.
- N. No arbitrator shall hear more than one grievance at any one hearing without mutual consent of the Board and the Union.
- O. The Board and the Union each shall bear the full costs for their representative counsel in the arbitration.
- P. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
- Q. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly

stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issue(s) to the arbitrator in advance of the hearing date.

R. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union.

#### Section 5: Procedure for Adjustment of Grievance

Problems and grievances shall be presented and adjusted in accordance with the following procedures:

The teacher with a problem shall first discuss the matter with the principal, directly or accompanied by the Union building representative, with the objective of resolving the matter informally.

##### 1. Step I – Written Grievance

In the event the matter is not resolved informally, the problem, stated in writing on the Step I Form provided, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises.

Grievances shall be submitted in writing within twenty (20) school/business days from the time an alleged violation took place or within twenty (20) school/business days of the date it is reasonable to assume that the Union and/or the individual should reasonably have known of the act or conditions leading to the grievance, whichever shall occur first.

The above time limit of twenty (20) school/business days does not apply to errors that occur in the computation of wages or fringe benefits.

- a) A grievance may be lodged and thereafter discussed with the principal:
  - (1) By a teacher accompanied by a Union representative;
  - (2) Through a Union representative if the teacher so requests;
  - (3) By a Union representative in the name of the Union.
- b) Within ten (10) school/business days after receiving the grievance, the principal shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Union representative.

##### 2. Step II – Superintendent Appeal

Within fifteen (15) school/business days after receiving the decision of the Principal, the Union may appeal his/her decision to the Superintendent. The appeal shall be in writing on the grievance form.



- a) Within ten (10) school/business days after the delivery of the appeal, the Superintendent shall investigate the grievance and conduct a hearing to give the aggrieved person and/or representative from the Union a reasonable opportunity to be heard. Upon request of the Superintendent or the Union, all parties will meet at the same time.
- b) Within fifteen (15) school/business days after delivery of the appeal, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.

### 3. Step III – Board Appeal

A. In the event the matter is not resolved at Step II, the aggrieved person may (upon consultation with the Union Executive Board), within twenty (20) school/business days of receipt of the answer at Step II (or within ten (10) school/business days of submission to the Superintendent), appeal to the Board by filing a copy of the grievance form and answer thereto. The signature of the President of the Lake City Federation of Teachers on the Step III form shall indicate this has been done.

B. In not less than five (5) nor more than thirty-five (35) calendar days, the Board shall hold a hearing. The aggrieved person, his Union representative, and necessary witnesses, plus administration may be present. The board shall give notice to the Union at least three (3) school/business days prior to the scheduled hearing.

C. Within ten (10) school/business days of the conclusion of the hearing, the Board shall render its decision in writing, including reasons therefore, on the form provided, sending copies to the Union, the aggrieved person (if applicable) and to the administration.

### 4. Step IV - Arbitration

Within fifteen (15) school/business days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association by notifying the Superintendent and filing with the American Arbitration Association.

GRIEVANCE FORM

Step I

TO \_\_\_\_\_

Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_

Date grievance  
discovered \_\_\_\_\_

CHECK ONE: I do ( ), do not ( ), wish the Union to represent me in this grievance.

CITATION: Cite each provision being grieved or past practice being violated.

Remedy Sought:

\_\_\_\_\_  
Signature and Date

Decision of Administrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature and Date (Principal)

Copies:

- Grievant (1)
- Employer (2)
- Union (3)

GRIEVANCE FORM

Step II

TO \_\_\_\_\_ Date submitted \_\_\_\_\_

FROM \_\_\_\_\_ Date of decision at Step I \_\_\_\_\_

Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.

Statement of Grievance (attach a copy of the Step I form; add here answers to decision at Step I with additional arguments)

CITATION: Cite each provision being grieved or past practice being violated.

Remedy Sought (specify, only if different from Step I)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Statement of Decision (state decision, cite contract sections, and give additional reasons for decision, if any.)

\_\_\_\_\_  
Signature and Date (Superintendent)

Copies:

- Grievant (1)
- Employer (2)
- Union (3)

GRIEVANCE FORM

Step III

TO \_\_\_\_\_ Date submitted \_\_\_\_\_

FROM \_\_\_\_\_ Date of decision at Step II \_\_\_\_\_

Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.

Statement of Grievance (attach a copy of the Step I and II forms; add here answers to decision at Step I and II with additional arguments)

CITATION: Cite each provision being grieved or past practice being violated.

Remedy Sought (specify, only if different from Step I and II)

\_\_\_\_\_  
Signature and Date (President, L.C.F.T.)

\_\_\_\_\_  
Statement of Decision (state decision, cite contract sections, and give additional reasons for decision, if any)

\_\_\_\_\_  
Signature and Date (Board Level)

Copies:

- Grievant (1)
- Employer (2)
- Union (3)

GRIEVANCE FORM

Arbitration

TO \_\_\_\_\_ Date \_\_\_\_\_

FROM \_\_\_\_\_ Date of Decision at Step III \_\_\_\_\_

Statement (state intent to arbitrate, cite details of grievance being arbitrated, and attach copies of forms for Steps I, II and III)

Request for conference to work out joint and/or separate stipulation of facts and issues to be submitted to the arbitrator:

Suggested dates: \_\_\_\_\_

\_\_\_\_\_  
Union Signature and Date

\_\_\_\_\_  
Employer response: (date for conference, etc.)

\_\_\_\_\_  
Signature and Date

Copies:

- Grievant (1)
- Employer (2)
- Union (3)

## ARTICLE VI

### Curriculum, Special Services, Testing, Reporting, Planning Periods, Teacher Aides, Meetings

#### Section 1: Committees

A. Curriculum, professional development, and in-service activities are an integral part of each school year and the overall development and progress for a school district. Therefore, a district curriculum council will be established and functional each year. This council may be composed of teachers, administrators, parents, and board members.

#### CURRICULUM COUNCIL

1. Shall review, coordinate, and articulate all K-12 curricula.
2. Shall review and recommend needs in professional development.
3. Shall review and recommend in-service programs for the district.
4. Shall fulfill other state requirements, as needed.
5. Membership may be comprised of teachers, specialists, accreditation personnel, support staff, parents, etc., as deemed appropriate by the administration.
6. Teachers who are part of the annual in-depth curriculum evaluation/reassessment process shall receive remuneration according to Schedule C.

B. It is understood that, due to changing requirements at the state and federal levels and changing needs within the district, additional committees may be established. Therefore, it is further understood that each teacher, serving on one or more of these committees shall be reimbursed according to the scale listed in Schedule C.

C. The District and the Union agree to collaborate yearly to identify those committees that will receive payment under Schedule C.

The recommendations of the committees will be presented to the Superintendent.

Any member who for any reason resigns his position prior to the conclusion of a year will forfeit his pay.

It is understood that the Board is the final approving authority for any/all recommendations proposed by these various councils.

#### Section 2: Special Services

Elementary teachers may utilize time when classes are being taught by specialists for planning and preparation. Teachers shall be allowed to leave the room when the specialist is certified, but will remain in the room when the specialist is not certified.

### Section 3: Pupil Tests

Classroom and district-wide test results shall be made available for the use of each teacher.

### Section 4: Student Achievement

Each teacher shall be directly involved in determining the promotion or non-promotion for students in their classrooms. Each teacher shall be directly involved in the process of transferring students from one classroom to another. Final decision shall be the administration's.

### Section 5: Achievement Goals

Recognizing that teacher involvement is essential in order to meet the challenges of improved instructional performance and increased student achievement, it is understood that teachers will participate in committees such as: School Improvement efforts, development of accountability standards, supervision of student learning, and curriculum development within the district. These committees will be developed at the building level under the leadership of the principal, with the district having final approval of these initiatives.

### Section 6: Teacher Aides

To relieve teachers of patrol, recess and bus duty, aides will be used in the elementary, middle school, and high schools. The aides will also handle duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch and similar non-teaching responsibilities. Aides may be requested to assist teachers with inventory of supplies and equipment.

### Section 7: Meetings and Conferences

A. One staff meeting may be called per month, with prior notification that such meetings are to be held. Such notification shall also include an oral or written agenda for the meeting, in order that teachers may attend the meeting prepared to discuss the issue(s). Such meetings shall not exceed one hour, except by mutual consent of the participants. Attendance at any additional meetings will be at the teacher's option.

B. Each teacher is expected to attend one parent-teacher open house per year.

C. Attendance at PTO meetings shall be voluntary on the part of the teacher.

D. Conventions, Workshops and Conferences

Based on budgetary limitations, leaves may be granted for attendance at conventions, workshops and conferences within an employee's field of teaching, provided adequate written notice on forms furnished by the Board is submitted to the principal. If the building principal and Superintendent approve a leave, the teacher will suffer no loss in pay and will be reimbursed for reasonable expenses. A written summary of the conference shall be submitted to the building principal upon return.

## E. Classroom Visitations

Employees may visit other classrooms, each employee to spend a maximum of one day per year visiting other classes, both inside and outside the district, in which new or specialized programs are being conducted, for the purpose of enriching that teacher's experiences and making it possible to share a broadening horizon of curricular possibilities. Reasonable approval of the Superintendent and permission from the district and classroom teacher or specialist being visited shall be required in advance. Appropriate reporting of such experiences back to the interested teachers and administration in the district shall take place upon return.

### Section 8: Professional Development

Teachers will be paid for up to seven days at \$100.00 per day for professional growth opportunities. The district will notify the teachers in advance which days are eligible for payment.

### Section 9: Medically Fragile Students

No bargaining unit member, except an employee hired for this purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine. The teacher (teachers) of said student shall be informed and instructed as to emergency measures which may be necessary because of the student's condition.



## ARTICLE VII

### Vacancies, Promotions, Transfers

#### Section 1: Vacancies

A. When the Board determines a vacancy exists in the district, the Board shall give written notice of such vacancy to the Union and provide for appropriate posting in every school building. No vacancy shall be filled until such vacancy shall have been posted for at least five (5) days.

A teacher may apply for any position for which he is qualified. Such application should be in writing, addressed to the Superintendent. Applications will be considered should such vacancy occur either during the school year or during the summer. This application should be renewed annually.

The Board agrees to give due weight to professional background and attainments of all applicants, area of specialization, and other relevant factors, as the Board deems appropriate.

B. In the event a vacancy arises during the summer, when teachers are away, the Board shall notify the local Union President in writing. Teachers who specify interest in a particular position before the end of the school year, in writing to the Superintendent, shall be notified in writing if such position becomes vacant during the summer months or during extended periods of vacation. It shall be the responsibility of the teacher to notify the Board of any change in address and/or phone number.

C. The Board will post such vacancies on the bulletin boards in each school on the same day if possible and will give written notice to the local Union President. During the summer, the Union President and the designated building representatives will be notified by phone or in person. If contact is not possible within twenty-four hours, a vacancy notice will be mailed to the aforementioned.

#### Section 2: Transfer

Involuntary transfer will be made to provide more efficient educational services or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Union of the reason for such transfer. The teacher involved in an involuntary transfer shall be given the chance to apply for the position from which he was transferred for the next school year.

#### Section 3: Promotions

Elementary teachers and administrators shall consult at the close of the school year regarding pupil groupings for the following year to insure well-balanced classes. No changes made during the summer will be final until reviewed by the administration and teachers involved.

## ARTICLE VIII

### Calendars, Hours, Class Loads

#### Section 1: School Calendar

A. For the duration of this agreement there will be 175 student days per school year. There will be an additional 11 teacher work days throughout the school calendar bringing the total to 186.

See Addendum D for the yearly calendar.

Teacher work days shall consist of the following:

| Days Credit | Event   | Time Served  |
|-------------|---|--|
| 1           | Teacher Work Day to prepare for or to conclude the school year                                      | 6 hours to be arranged with principal  |
| 1           | Teacher Work Day prior to students' first day   | 6 hours  |
| ½           | Open House Evening  | 1 ½ Hours  |
| 5           | Professional Development days   | 6 hours day (Total of 30 hours)  |
| 1½          | Staff Meetings  | (maximum of 1 hour each month)   |
| 1½          | Parent/Teacher Conferences (three evenings)   | Two in the first semester for 2 hours each<br>One in the second semester for 3 hours |
| ½           | Additional work time credited in consideration for reducing the number of half-days in the calendar |  |

B. Consistent with the current Michigan Department of Education Reporting Days and Clock Hours of Instruction guidelines, teachers are granted time off with pay for the thirty (30) hours for which pupil instruction is cancelled or delayed because of conditions not within the control of school authorities such as severe storms, fires, epidemics and health conditions. Make-up time, if needed, will be jointly agreed upon between the Board and teachers.

#### Section 2: In-classroom Hours

A. Teachers shall be at their teaching station at least fifteen (15) minutes before classes commence to prepare for instruction.

B. The basic work week shall be Monday through Friday; the basic work day will be from 8:00 a.m. to 3:30 p.m. with an additional 15 minutes (either before or after) to be decided upon by the teacher and reported to the building principal, inclusive of a 30

minute, duty-free lunch period. The building principal may agree to a change in this flex time based upon coaching requirements, supervisory needs, and/or other special circumstances.

C. Teachers shall not be permitted to leave the school buildings prior to the termination of the basic school day without permission from the building principal.

D. Teachers will be at their assigned duty stations after their lunch period at least five (5) minutes before the students.

### Section 3: Teaching Load

A. The number and length of teaching periods per day assigned to the teaching staff shall be as determined from time to time by the Board of Education in its sole discretion. Provided, however, that prior to implementing any increase or decrease in the number or length of assigned teaching periods per day, the Board or its designated representative(s) will confer with the representative(s) designated by the Federation to receive their input and suggestions. This obligation to "confer" shall not be considered an obligation to negotiate with or obtain consent from the Federation prior to exercise of the Board's reserved authority to change the assigned teaching loads, and it is expressly understood and agreed that the Federation's agreement to this provision acts as a waiver of any right they may have under the Public Employment Relations Act to demand to bargain with regard to any change in the number or length of teaching periods per day which may be implemented by the Board under the authority of this Agreement.

B. In the event the Board shall determine to schedule a "seven period day" for students in the middle and/or senior high school, the normal weekly teaching load will be thirty (30) teaching periods and five (5) unassigned conference periods. If the high school has academic centers, the normal weekly teaching load will be twenty-five (25) teaching periods, five (5) academic centers, and five (5) unassigned conference periods. A teacher may need to teach thirty (30) periods and have five (5) unassigned conference periods. This would be a collaborative decision on the part of the teacher and the administration, and a teacher would not receive extra pay if he/she elects to do this.

C. In the event the Board shall determine to schedule a "six period day" for students in the middle and/or senior high school, the normal weekly teaching load will be twenty-five (25) teaching periods and five (5) unassigned conference periods. There may be individual exceptions made if such exceptions are agreed to in advance by the teacher assigned.

D. Recognizing that both excessive preparations and a large number of students have a negative impact on teacher effectiveness, the Board's goal is to maintain a minimum of teaching preparations and a low pupil/teacher ratio for middle/high school teachers.

E. In the event the Board shall determine to schedule a "seven period day" for students in the middle and/or senior high school, the Administration shall lengthen the duty free lunch period called for in Article VIII, section 2, paragraph B. This shall be done in such amounts as the Superintendent of Schools, in his sole discretion, shall determine to be appropriate, provided, however, that any such lengthening of the lunch period shall not increase the maximum length of the duty day for teachers as also set forth in said section.

F. Elementary teachers will be guaranteed an average of forty (40) minutes without supervision of students each day during the students' normal work day for preparation or other professional duties. (Time when specialists are conducting in-classroom assignments in accordance with Article VI, Section 2 of this contract and duty free recess periods will apply.)

#### Section 4: Class Load

##### A. Class Size

Low class size is a high priority in our district. Barring economic hardships, the Board will endeavor to keep class size low.

The Board agrees to continue its efforts to keep class sizes as low as practical in the circumstances as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interest of the district as deemed administratively feasible. It is agreed that the Board will try not to exceed the following teacher/student ratios:

- |                      |           |
|----------------------|-----------|
| 1. Kindergarten      | 28 pupils |
| 2. Elementary grades | 30 pupils |

In the event these limits are exceeded, the affected teacher will be entitled to a classroom aide. If the fund balance falls below 10-12% this requirement would be exempt and a collaborative committee would be formed to discuss alternatives.

##### 3. Middle and Senior High School

Classes not to exceed:

|                   |           |
|-------------------|-----------|
| English           | 32 pupils |
| Social Studies    | 32 pupils |
| General Education | 32 pupils |
| Mathematics       | 32 pupils |
| Sciences          | 32 pupils |
| Languages         | 32 pupils |
| Business          | 32 pupils |
| Keyboarding       | 32 pupils |
| Art               | 32 pupils |
| Health Education  | 32 pupils |
| Industrial Arts   |           |
| Beginning Shop    | 24 pupils |
| Advanced Shop     | 26 pupils |
| Drafting          | 30 pupils |
| Vocational Shops  | 24 pupils |
| Homemaking        | 26 pupils |

Physical Education, Chorus, General Music, and other traditionally larger classes are exempt from the above.

Extra students over the contractual size limits would be allowed when a teacher agrees to the change in consultation with a Lake City Federation of Teachers representative and an administrator.

A teacher has the right to refuse, providing such refusal is reasonable. Such limits will be determined three weeks after the start of school.

#### B. Split Level Classes

In the event that a split level class must be instituted, teacher assignment shall be made on the following basis:

- (1) Volunteers will be solicited first.
- (2) Consultation with the Union to explore available alternatives.
- (3) Assignment may be made on a non-voluntary basis.

#### C. Notification of Assignments

Tentative teaching assignments shall be made by August 1 of each year covered by the terms of this Agreement. The teacher will be notified as soon as possible if any changes in tentative assignments are made after August 1.

### Section 5: Reporting Absences

A. Teachers shall be individually responsible for notifying the school (number to call to be provided by the Board to each teacher) at the earliest possible time when the teacher will be absent from school, in order to give the Board time to call in substitute teachers. In situations where the teacher could not possibly have anticipated the absence ahead of time, such notification shall be made by 7:00 a.m. of the day the absence occurs. Emergency situations shall be individually and equitably handled. Failure to comply with the above will result in loss of pay unless the teacher files with the principal a written notice on a form to be provided by the Board of reasons therefore.

B. It shall be the responsibility of the Board to determine when a substitute is needed. However, it is understood that classes and programs, including academic centers and media centers, will not be combined or canceled, except in extreme emergencies.

C. Teacher may be asked to voluntarily "cover" a class for a teacher who is unavoidably late until such time as a substitute teacher can be called in to take over the classroom.

D. In the event that a teacher accepts a request to substitute for another teacher during release time, that teacher may choose to be paid or to receive comp time. Monetary amounts for subbing will be \$26/hour. Elementary teachers may earn comp time by covering recesses and/or lunch. Arrangements will be worked out with the building principal. Ten (10) recesses are the equivalent of one comp day. For middle school and high school, in order to earn a comp day a teacher must substitute for one period less than the total number of periods scheduled.

E. Comp time may be accumulated up to three days and may be carried over to the next school year. The time accumulated may be used adjacent to a vacation period. In order to control the number of substitutes needed for comp time used adjacent to vacation periods a lottery system has been developed. Ten percent of the teaching staff is the maximum number that will be chosen, but no more than 20% of the staff in any one building may be gone the same day. If comp time is being requested adjacent to deer day, Thanksgiving break, Christmas break, midwinter break or spring break, the staff member must fill out personal day paperwork clearly marked comp time and turn it in to the central office. If both spouses have earned and are requesting comp time, one form may be submitted with both names on it. The drawing will be held the first week of October. The deadline will be the last week of May and the drawing will be held the first week of June. If the designated spots are not all taken, applications may be turned in beyond this time frame and will be responded to on a "first come - first served" basis. Comp time will not count against the attendance incentive.

## ARTICLE IX

### Facilities and Supplies

#### Section 1:

The Board agrees at all times to keep the schools reasonably and properly equipped and maintained, as economically feasible as determined by the Board.

#### Section 2:

Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

#### Section 3:

The Board shall make available in each school adequate restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Teachers shall be responsible for the orderliness, cleanliness and professional atmosphere of the faculty lounge.

#### Section 4:

Private telephone facilities shall be made available to teachers for their reasonable use in each lounge.

#### Section 5:

The Board agrees to meet the standards of a well-equipped classroom suitable to the program being conducted within.

#### Section 6:

A facilities and supplies committee composed of three (3) teachers and three (3) administrators shall be established to make recommendations to the Superintendent.

## ARTICLE X

### Leaves

#### Section 1: Attendance Incentive

Recognizing that it is important for a teacher to be with his/her students, the Board will pay as an attendance incentive the following:

Based on the individual's annual base salary the following attendance incentives will apply:

- Up to and including one absence = 1.0% bonus
- Greater than one and up to and including two absences = .75% bonus
- Greater than two and up to and including three absences = .50% bonus
- .50% bonus if teachers average four or less days [by teacher bargaining unit]. No bonus will be awarded to those with 4 or more absences.

Comp time, jury duty and up to two funeral days will not count against a teacher's attendance incentive. Funeral days for immediate family and parents of teacher and spouse, up to the contract limit of 5, will be allowed and will not have a negative impact on the teacher's attendance incentive. Catastrophic circumstances, as determined by the district, will not count against the teacher bargaining unit attendance incentive.

#### Section 2: Sick Leave

A. Upon initial employment and each year thereafter, each employee shall be granted sick leave in the amount of 9 days. Employees shall be entitled to sick leave when they are incapacitated by illness or disability to the extent that they are unable to perform their normal job duties. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family, when the employee is responsible for the care of that member of the family. Disability due to pregnancy shall be treated as any other disability. Sick leave may also be used for doctor appointments, which cannot be otherwise scheduled.

1. It shall be the responsibility of the teacher to notify the Board of any anticipated disability as soon as possible giving the estimated period of disablement.
2. The Board may request a physician's statement regarding an employee's ability to perform his/her job duties either prior to or upon return from a disability leave of absence.

B. Unused sick leave days shall accrue to a total of 150 days.

C. In the event that a teacher is absent due to illness for five consecutive days, the Board may, at its own expense, require an examination by an independent physician.

D. Credited sick leave days may be used in advance; however, in the event that an employee severs his/her employment with the district prior to the end of his/her contract



of employment, having exhausted the full number of days allotted to him/her, a pro-rated amount (determined by the date of termination) shall be deducted from the final pay of such employee to cover the unearned portion of sick leave allowance. Sick leave shall be earned at the rate of one day per month of employment. New teachers must work at least one day in order to be eligible for the provisions of paragraph A, above.

### Section 3: Personal Leave

A. Three days per year may be granted for personal business for the teacher with some stipulations. The teacher shall have the right to take a personal leave day at his or her discretion. A day shall not be taken on a work day preceding or succeeding a vacation or holiday nor if the teacher can make arrangements to avoid its use. Personal leave days are not to be taken for activities which could be performed during vacation or non-school hours. It is expressly understood that personal leave days may not be used for recreation, family vacations, shopping trips, or hunting. The District has the latitude to exceed personal leave based upon individual circumstances without being precedent setting.

B. The teacher shall request permission from the principal or Superintendent at least two working days in advance of the expected date of absence. Exceptions to this condition may be made at the sole discretion of the Superintendent or his designee.

C. Unused personal leave days shall be credited to the individual's sick bank.

### Section 4: Jury Duty

An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day to a maximum of 18 days in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Board the amount received for jury duty on the days when the employee would otherwise have been undertaking regular assigned work in the district. If an employee is paid mileage by the court, such employee shall retain the mileage payment.

### Section 5: Unpaid Leaves of Absence

A. Teachers may submit requests for leaves of absence without pay to the Board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application.

B. Upon the submission of a request by a teacher, the Board shall grant a leave of absence to a teacher who is physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated leave days, for the duration of the illness or disability, but not to exceed one (1) year.

C. It is agreed that in relation to the Family Medical Leave Act (FMLA), each employee is entitled to twelve weeks of medical insurance coverage, as provided for in the law. Sick and personal days may be used only in the first twelve weeks, unless the medical situation extends beyond that. If the individual chooses to use any combination of sick and/or personal leave with a medical leave request, the use of these days will not increase the overall amount of FMLA leave to which an employee is entitled; these days will run concurrently.

However, if the employee chooses to utilize up to the full year of unpaid leave, as provided for in the FMLA, additional sick leave will not be provided for under the following conditions:

1. If the individual uses a full school year of leave, additional sick days and/or personal days will not be credited to his/her sick bank, nor will he/she be given credit for longevity.
2. If the individual chooses to use less than a full year, he/she will be given credit for sick and/or personal days for any semester he/she works, regardless of the number of days worked. If he/she is out for a semester or half year, he/she will not receive credit for sick and/or personal leave for that time period.

D. An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Board at least sixty (60) days prior to the date such leave is to commence, except in the case of emergency. The employee's request for leave shall include the beginning date of the requested leave, and shall include the employee's anticipated date of return. An Extended Child Care Leave shall be granted for up to a maximum of one (1) year per child. An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.

The employee will not receive seniority credit for the duration of the extended childcare leave. Upon return from such leave, the employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the lay-off procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.

E. All leaves in A, B, C and D shall be subject to the following conditions:

1. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.
2. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
3. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
4. Prior to returning from leave, the Board may request a physician's statement regarding the teacher's physical fitness for employment.

5. All leaves of absence shall be for the remainder of a school year or full school year unless otherwise arranged with and approved by the Board.
6. A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board reserves the right in its sole discretion to approve accelerated termination of a leave based on the merits of each case.

#### Section 6: Funeral Leave

- A. An employee shall be granted up to five paid leave days following death in the immediate family of the employee. (Immediate family: spouse, significant other, children, step-children, foster children, parents, foster parents, step-parents, grandparents, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, or any person for whom the employee had primary financial or physical responsibility.) When funeral arrangements or other demonstrable obligations fall on an employee following the death of any person not covered above, this provision shall be extended to include that person.
- B. An employee shall be granted up to three paid leave days following death in his or her spouse's immediate family. (See section A for definition of immediate family.)
- C. An employee shall be granted one day paid leave for the death of a person the employee deems significant (friend, colleague, neighbor or important person in the employee's life).

#### Section 7: Sabbatical Leave

An employee who has been in the district for a minimum of seven years may be granted leave not to exceed one year for the purpose of study and/or travel combined with study. Such leave shall carry no remuneration and no credit on the salary grid.

#### Section 8: Return from Leave

- A. When a teacher returns from leave he/she shall be entitled to re-employment in a position within certification, subject however to layoff and recall provisions.
- B. Transfers to original position will be honored where educationally desirable, in accordance with Article VII.

#### Section 9: Unpaid Leave Conditions

Employees on unpaid leaves will not be covered by any Board-paid fringe benefits. A person on unpaid leave may, however, continue group coverage in such fringe benefits by paying the Board for such coverage at such time as the premiums are due. An employee who uses up all sick leave and goes off payroll and does not make application for leave without pay will be covered for ten working days and then automatically terminated.

### Section 10: Extension of Leave

Requests for extension of leave or notice of intention to return must be made in writing and submitted at least sixty days before the end of the semester in which the leave is terminate. Failure to return after termination date of leave, unless such failure is legitimately excusable, shall constitute termination of employment.

## ARTICLE XI

### Compensation -- Salary and Fringe Benefits

#### Section 1: Annual Salaries

A. The salaries of teachers covered by this Agreement are set forth in an Addendum which is attached hereto and incorporated in the Agreement.

B. A teacher with at least ten years of service to the district and at least twenty years of total service as defined by MPSERS (retirement service office) who is notified the district no later than October 1 that he or she will retire from (leave) the district in three years or less will receive longevity Step J. This will add \$4600 to the teacher's annual salary, which may be divided over either 21 or 26 pays.

If, after electing this option, a person chooses or needs to decline this option, it is herewith understood that any amount paid to the individual will be re-paid to the district. The district, at its sole discretion, may waive the repayment based upon:

1. Catastrophic circumstances
2. Written notification of change of retirement date being submitted to the district no later than five (5) months prior to the desired retirement date.

C. The Board may, in its sole discretion, grant new teachers hired into this district credit on the salary scale for some or all of their teaching experience earned in other districts, as determined by the Board.

D. Longevity will be determined at steps 16 and 21 by the teacher's date of hire and the previous years of service allowed upon initial employment.

E. Pay periods shall be divided into 21 or 26 equal installments. The teacher may apply to the business office as to his/her choice. When there are more than 52 Fridays in the school year, the Superintendent will notify the Union, prior to the start of the pay year, that there will be 22/27 equal installments.

F. Severance pay for unused sick time will be granted by the Board of Education according to the following schedule:

| ACCUMULATED SICK DAYS | AMOUNT      | PER SICK DAY |
|-----------------------|-------------|--------------|
| 120+                  | \$5400      |              |
| 110-119               | \$4000-4400 | \$40         |
| 100-109               | \$3600-4000 | \$40         |
| 90-99                 | \$3200-3600 | \$40         |
| 80-89                 | \$2800-3200 | \$40         |
| 70-79                 | \$2400-2800 | \$40         |
| 60-69                 | \$2000-2400 | \$40         |
| 50-59                 | \$1600-2000 | \$40         |
| 40-49                 | \$1200-1600 | \$40         |
| 0-39                  | \$0-1200    | \$30.77      |

## G. Coverage Start Date

Hospitalization and life insurance for a new employee shall begin on the first day of employment as determined by the school calendar.

## Section 2: Fringe Benefits

### A. Hospital-Medical Insurance

1. The health insurance will be MEBS POC LA PPO 10/40/10.

The teacher may elect single, double or full family coverage and will share in the cost of the annual premium at the rate of 7.25%.

The teacher may elect to have this health insurance contribution taken out as pre-tax dollars.

2. In an effort to control cost and prevent the employee from having to pay, it is agreed that a collaborative committee will be formed to consider possible carrier and/or policy changes. Prior to institution of a change of carrier and/or policy, the Board and Federation shall mutually agree through a committee of management representatives and Federation representatives.

### B. In Lieu of Health Insurance Benefits

Upon appropriate written application, by any teacher who elects not to participate in the regular health plan provided by the district, the board shall provide two options. To qualify for this payment, the teacher shall show proof of health insurance coverage from another source.

1. An annuity consisting of the single subscriber rate minus any teacher co-pay.
2. A lump sum payment consisting of the single subscriber rate minus the teacher co-pay, as well as FICA and retirement obligations of the district.

### C. Life Insurance

Upon appropriate written application, the Board shall provide without cost to the full-time employee \$50,000 life insurance and accidental death and dismemberment (ADD). Part-time employees are entitled to the following:

- under half-time = \$20,000
- half-time through three-quarters = \$35,000
- over three-quarters = \$50,000

### D. Dental

Upon appropriate written application, the Board shall provide full time teachers MASB-SET Ultra-dent (50-50-50 W/10% annual incentive) dental coverage.

#### E. Vision

Upon appropriate written application, the Board shall provide full time teachers MASB Set Plan II with \$100 frames. The Board may substitute equivalent benefit packages.

#### F. Coverage Termination Date

Board paid insurance coverage shall cease at the end of the policy month in which the employee's active service terminates whether permanently or on leave of absence.

#### G. Coverage Start Date

Hospitalization insurance for a new employee shall become effective thirty days after the first day of employment. Life insurance shall become effective immediately upon employment.

H. Double Coverage - There shall be no double coverage paid by the school district.

#### I. School-related Injury

Injury, which arises as a result of or occurs in the course of employment of a teacher, shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed. If a teacher is involved in an assault as mentioned in Article III, Section 5, and the Board of Education determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of salary, as covered by Workers Compensation, as a result of an injury incurred during the assault. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

J. Upon appropriate written authorization, the Board will provide a long-term disability program for all full-time employees. (L.T.D. - 90 days, 66 2/3%, maximum \$2,500 per month). A payment schedule will be established in accordance with the insurance carrier stipulations. If the employee is disabled beyond the amount of sick days that he/she has accumulated, it is understood that there will be no reduction in L.T.D. payments.

K. It is understood that regularly-employed part-time teachers will be entitled to benefits (other than life insurance) pro rata to full-time teachers. This proration is based upon teaching contract time, i.e., 3 classes out of 6 or 3 classes out of 7 within a particular building or, for the elementary, a percentage of teacher/student contact time compared to a full-time teacher.

L. Salary Schedule - See Addendum A

M. Tuition Reimbursement

1. The district agrees to apply for no less than \$6,000 from grants to reimburse teachers for college level course work up to \$100 per semester hour, with a limit of six credit hours per teacher per year.
2. This will be provided for graduate level course work only beyond the 18 required hours of work for certification purposes.
3. This work must be for degree programs or for certification classes for continuing certification programs.
4. If requests exceed the funding level mentioned above, reimbursement will be pro-rated between all individuals based upon the hours taken (but not to exceed \$100 per semester hour). The request will be submitted no later than June 20. Any unused funds will be carried over to the next school year.
5. Satisfactory grades (B minus or above) must be achieved to qualify and each individual must submit an invoice or proof of payment.

#### N. Criminal History Check

The "School Safety" Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district a criminal history check from the criminal records division of the Department of the State Police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.



## ARTICLE XII

### Strikes and Lockouts

#### Section 1: Strikes

The Union agrees that during the life of this Agreement neither the Union nor its agents will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike.

#### Section 2: Lockouts

The Board agrees that during the same period there will be no lockouts.

## ARTICLE XIII

### Seniority, Layoff, and Recall

#### Section 1: Seniority

A. Seniority within classification shall be defined as length of service following the last hiring date by the Board, exclusive of layoff and unpaid leave periods, which do not provide for increment credit on the salary grid upon return to work. During such layoff and/or unpaid leave periods, seniority shall not continue to occur, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leaves(s).

B. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall, secondly, be determined by years of continuous employment in grades K-8, or by subject matter taught in grades 7-12.

C. Any teacher who is granted tenure shall have seniority from the last date of hire. "Hire" shall mean the first day the teacher reports for work and not date of signing the contract of employment.

D. The Board shall prepare a seniority list by classification and transmit a copy of the same to the Union.

#### Section 2: Layoff

The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when economic necessity dictates.

B. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be followed:

1. On the basis of seniority, teachers can choose voluntarily to be laid-off for a one year period.
2. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
3. In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification of certification. In the event of equal seniority, qualifications will govern.

C. Abolition of a program or classification shall be considered a layoff for the teachers affected. Laid off staff shall have the right to transfer to positions within the bargaining unit for which they are certified and qualified, provided the person holding such position has less seniority, in which case, the transfer shall be made at the beginning of the next semester, and the person holding the position into which the transfer is made shall be "bumped."

### Section 3: Recall

- A. Teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.
- B. The recall list shall be maintained by the Board for a period of one year. Thereafter, a teacher shall lose his/her right to recall, unless he/she annually, in writing notifies the Board of his/her desire to remain on the recall list for a period not to exceed three additional years.

ARTICLE XIV

DURATION

Upon ratification by both parties, this Agreement shall be effective September 5, 2006 and shall remain in full force and effective until September 1, 2009.

LAKE CITY FEDERATION  
OF TEACHERS

By: Patricia J. Moran  
Union Negotiator

[Signature]  
Union Negotiator

Sheryl Blanchard  
Union Negotiator

[Signature]  
Union Negotiator

LAKE CITY BOARD OF  
EDUCATION

By: [Signature]  
Superintendent

[Signature]  
Secretary

[Signature]  
President

ADDENDUM A

|         |          | 2006-2007 | 2007-2008 | 2008-2009 |
|---------|----------|-----------|-----------|-----------|
| BA      | 1        | \$31,677  | \$32,215  | \$32,763  |
|         | 2        | \$33,210  | \$33,774  | \$34,348  |
|         | 3        | \$34,742  | \$35,333  | \$35,934  |
|         | 4        | \$36,377  | \$36,996  | \$37,625  |
|         | 5        | \$38,421  | \$39,074  | \$39,738  |
|         | 6        | \$40,465  | \$41,153  | \$41,852  |
| BA + 18 | 1        | \$32,699  | \$33,255  | \$33,820  |
|         | 2        | \$34,538  | \$35,125  | \$35,722  |
|         | 3        | \$36,377  | \$36,996  | \$37,625  |
|         | 4        | \$38,217  | \$38,866  | \$39,527  |
|         | 5        | \$40,056  | \$40,737  | \$41,429  |
|         | 6        | \$41,895  | \$42,607  | \$43,332  |
|         | 7        | \$43,734  | \$44,478  | \$45,234  |
|         | 8        | \$45,574  | \$46,349  | \$47,136  |
|         | 9        | \$47,413  | \$48,219  | \$49,039  |
|         | 10       | \$49,252  | \$50,090  | \$50,941  |
|         | 11       | \$52,625  | \$53,520  | \$54,429  |
| 16      | \$54,157 | \$55,078  | \$56,014  |           |
| 21      | \$56,201 | \$57,156  | \$58,128  |           |
| MA      | 1        | \$33,925  | \$34,502  | \$35,088  |
|         | 2        | \$36,071  | \$36,684  | \$37,308  |
|         | 3        | \$38,217  | \$38,866  | \$39,527  |
|         | 4        | \$40,362  | \$41,049  | \$41,747  |
|         | 5        | \$42,508  | \$43,231  | \$43,966  |
|         | 6        | \$44,655  | \$45,414  | \$46,186  |
|         | 7        | \$46,800  | \$47,596  | \$48,405  |
|         | 8        | \$48,946  | \$49,778  | \$50,625  |
|         | 9        | \$51,092  | \$51,960  | \$52,844  |
|         | 10       | \$53,238  | \$54,143  | \$55,064  |
|         | 11       | \$54,157  | \$55,078  | \$56,014  |
| 16      | \$56,201 | \$57,156  | \$58,128  |           |
| 21      | \$58,245 | \$59,235  | \$60,242  |           |
| J       | **       | **        | **        |           |

\*\* Longevity Step J would add \$4600 annually. For eligibility information on Step J, see Article XI, Section 1, Part B.

ADDENDUM B

SCHEDULE B

COACHING ONLY

|  |                   |
|--|-------------------|
| Varsity Football                                     | 10.0%             |
| Assistant Football                                   | 7.0%              |
| Varsity Basketball                                   | 10.0%             |
| J.V. Basketball                                      | 7.0%              |
| 9th Grade Girls Basketball                           | 5.0%              |
| 9th Grade Boys Basketball                            | 5.0%              |
| Varsity Track  | 9.0%              |
| Assistant Track                                      | 6.0%              |
| Varsity Baseball & Softball                          | 9.0%              |
| J.V. Baseball & Softball                             | 6.0%              |
| Varsity Volleyball                                   | 9.0%              |
| J.V. Volleyball                                      | 6.0%              |
| 9th Grade Girls Volleyball                           | 5.0%              |
| 7th & 8th Grade Basketball                           | 4.0%              |
| 7 <sup>th</sup> and 8 <sup>th</sup> grade track      | 4.0%              |
| 7 <sup>th</sup> and 8 <sup>th</sup> grade volleyball | 4.0%              |
| 7 <sup>th</sup> and 8 <sup>th</sup> grade football   | 4.0%              |
| Varsity Cheerleading                                 | 6.0% (per season) |
| J.V. Cheerleading                                    | 5.0% (per season) |
| Cross-Country  | 9.0%              |
| Golf   | 7.0%              |
| J.V. Golf  | 5.0%              |
| M.S. Cross-Country                                   | 4.0%              |

% based on BA Salary Schedule.

Pay for Schedules B and C will be based on the BA scale, adding \$1700/step beyond step 6. Steps for Schedules B and C will end at 7, with coaches who are at steps 10 or 11 for the 1999-2000 year grandfathered at that step.

Coaches will be 'grandfathered' at their 2002-03 rate (step 9 or 11) and not earn less money than they were paid in that year.

| POSITION                         | INDIVIDUAL     | STEP |
|----------------------------------|----------------|------|
| 8 <sup>th</sup> Girls Basketball | Linda McGiness | 9    |
| Varsity Track - Girls            | Linda McGiness | 11   |
| JV Volleyball                    | Jeff Hinkston  | 9    |

The Board may select coaches based on their best choice. No full time administrator will hold a coaching position.

SCHEDULE B - Coaches' Evaluation

1. Recognizing that the coaching evaluation is an integral part of the program and individual improvement, it is understood that pre-season conferences will occur with each

'head coach.'" These will be conducted by the athletic director and/or the principal and will include items for individual development, program development, and other areas of interest or concern by the Board and administration.

2. It is understood that significant consideration will be given to teaching basic skills resulting in a successful program, developing self-esteem, and eliminating derogatory treatment of participants.

3. It is also understood that each head coach will evaluate subordinate coaches with these and other objectives deemed appropriate by the head coach and/or athletic director. Coaches will have input into the evaluation tool adopted by the district and agree to give quality assessments of subordinate coaches in coordination with guidelines established by the athletic director.

#### SCHEDULE B - Additional Line Item Funding

It is agreed that a separate line item will be established in the athletic budget that provides for equipment monies to be spent by the coaches with the approval of the athletic director. This amount is listed below:

|   |         |
|---|---------|
| each high school participant (prior year) =   | \$20.00 |
| each middle school participant (prior year) = | \$10.00 |

ADDENDUM C – SCHEDULE C

Activities

|   |        |
|---|--------|
| High School Choir                                 | 2.0%   |
| Plays (2)   | 4.0%   |
| 11-12 Advisor                                     | 3.0%   |
| 9-10 Advisor                                      | 2.0%   |
| Faculty Manager (Per season at the high school)   | 3.0%   |
| Safety Patrol                                     | 2.0%   |
| Yearbook*   | 3.0%   |
| * As a teaching assignment                        | 1.5%   |
| Newspaper   | 1.5%   |
| Elementary Chorus                                 | 3.0%   |
| H.S. Student Council                              | 2.0%   |
| H.S. National Honor Society                       | 2.0%   |
| M.S. Student Council                              | 1.0%   |
| M.S. National Honor Society                       | 1.0%   |
| Forensics*  | 7.0%   |
| *As a teaching assignment                         | 6.0%   |
| M.S. Yearbook                                     | 1.5%   |
| Band (With \$1,000 into budget)                   | 9.0%   |
| Committee Membership, such as but not limited to: | .7%    |
| Technology  |        |
| Curriculum Council                                |        |
| Management Council                                |        |
| School Improvement                                |        |
| Camp Rotary/Outdoor Education                     | 4.0%   |
| Student Success Team                              | .7%    |
| Web Manager                                       | \$1200 |
| Mentor (per mentee)                               | \$300  |

Pay for Schedules B and C will be based on the BA scale, adding \$1,700/step beyond step 6. Steps for Schedule B and C will end at 7. Maximum of 5 years experience will be allowed for salary purposes. (% based on BA salary schedule.)

Statement Regarding Schedule B & C Salary

1. Each coach/supervisor is expected to accept the full responsibility of time, effort and character, and set the proper example of his or her assigned coaching position.
2. Each coach/supervisor shall take on other duties such as helping at games without expecting any further remuneration.
3. It is understood that the coaches/supervisors will spend the time necessary before school opens in the fall and after school closes in the spring to take care of the details relative to equipment, inventories, season preparation, etc.
4. It is understood that no coach/supervisor will leave the locker rooms or events until all players/participants have left. If the Board determines it is inappropriate for a coach to supervise the locker room, \$100 dollars shall be deducted from the coach's salary and a like amount applied to the salary of the person assigned by the Board to supervise the locker room.

5. Notice will be given sixty (60) days prior to the close of the school year if the coach/advisor will not be rehired. If the activity is not then complete, notice of termination shall be given thirty (30) days after completion.

Pay for Schedules B and C will be based on the BA scale, adding \$1,700/step beyond step 6. Steps for Schedule B and C will end at 7. Maximum of 5 years experience will be allowed for salary purposes. (% based on BA salary schedule.)

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5. Notice will be given sixty (60) days prior to the close of the school year if the coach/advisor will not be rehired. If the activity is not then complete, notice of termination shall be given thirty (30) days after completion.



**Addendum D  
Lake City Area Schools  
2006-2007 Calendar**

| AUGUST |     |     |     |     |     |     |
|--------|-----|-----|-----|-----|-----|-----|
|        | 14X | 15X | 16X | 17X | 18X |     |
|        | 21X | 22X | 23X | 24X | 25X | **  |
|        | 28X | 29X | PD  | PD  |     | 0/2 |

| SEPTEMBER |    |             |    |    |    |         |
|-----------|----|-------------|----|----|----|---------|
|           |    |             |    |    | 1X |         |
|           | 4X | WD<br>(1.5) | 6  | 7  | 8  |         |
|           | 11 | 12          | 13 | 14 | 15 |         |
|           | 18 | 19          | 20 | 21 | 22 |         |
|           | 25 | 26          | 27 | 28 | 29 | 18/19.5 |

| OCTOBER |    |    |    |    |    |       |
|---------|----|----|----|----|----|-------|
|         | 2  | 3  | 4  | 5  | 6  |       |
|         | 9  | 10 | 11 | 12 | 13 |       |
|         | 16 | 17 | 18 | 19 | 20 |       |
|         | 23 | 24 | 25 | 26 | 27 |       |
|         | 30 | 31 |    |    |    | 22/22 |

| NOVEMBER |    |    |     |              |     |         |
|----------|----|----|-----|--------------|-----|---------|
|          |    |    | PD  | 2            | 3 * |         |
|          | 6  | 7  | 8   | <del>9</del> | 10  |         |
|          | 13 | ■  | 15X | 16           | 17  |         |
|          | 20 | 21 | 22  | 23X          | 24X |         |
|          | 27 | 28 | 29  | 30           |     | 17.5/20 |

| DECEMBER |     |     |     |     |     |       |
|----------|-----|-----|-----|-----|-----|-------|
|          |     |     |     |     | 1   |       |
|          | 4   | 5   | 6   | 7   | 8   |       |
|          | 11  | 12  | 13  | 14  | 15  |       |
|          | 18  | 19  | 20  | 21  | 22X |       |
|          | 25X | 26X | 27X | 28X | 29X | 15/15 |

| JANUARY |    |    |    |    |      |       |
|---------|----|----|----|----|------|-------|
|         | 1X | 2X | 3  | 4  | 5    |       |
|         | 8  | 9  | 10 | 11 | 12   |       |
|         | PD | 16 | 17 | 18 | 19 * |       |
|         | 22 | 23 | 24 | 25 | 26   |       |
|         | 29 | 30 | 31 |    |      | 20/21 |

| FEBRUARY |     |    |    |    |    |         |
|----------|-----|----|----|----|----|---------|
|          |     |    |    | 1  | 2  |         |
|          | 5   | 6  | 7  | 8  | 9  |         |
|          | 12  | 13 | 14 | ■  | PD |         |
|          | 19X | 20 | 21 | 22 | 23 |         |
|          | 26  | 27 | 28 |    |    | 18/19.5 |

| MARCH |    |    |    |    |      |       |
|-------|----|----|----|----|------|-------|
|       |    |    |    | 1  | 2    |       |
|       | 5  | 6  | 7  | 8  | 9    |       |
|       | 12 | 13 | 14 | 15 | 16   |       |
|       | 19 | 20 | 21 | 22 | 23 * |       |
|       | 26 | 27 | 28 | 29 | 30   | 22/22 |

| APRIL |    |    |    |    |    |       |
|-------|----|----|----|----|----|-------|
|       | 2X | 3X | 4X | 5X | 6X |       |
|       | 9  | 10 | 11 | 12 | 13 |       |
|       | 16 | 17 | 18 | 19 | 20 |       |
|       | 23 | 24 | 25 | 26 | 27 |       |
|       | 30 |    |    |    |    | 16/16 |

| MAY |     |    |    |    |    |       |
|-----|-----|----|----|----|----|-------|
|     |     | 1  | 2  | 3  | 4  |       |
|     | 7   | 8  | 9  | 10 | 11 |       |
|     | 14  | 15 | 16 | 17 | 18 |       |
|     | 21  | 22 | 23 | 24 | 25 |       |
|     | 28X | 29 | 30 | 31 |    | 22/22 |

| JUNE |     |     |     |          |      |         |
|------|-----|-----|-----|----------|------|---------|
|      |     |     |     |          | 1*** |         |
|      | 4   | 5   | 6 * | WD*<br>* | 8X   | 3.5/5** |
|      | 11X | 12X | 13X | 14X      | 15X  |         |

PD = Professional Development (2 Aug, 11/1, 1/15, 2/16)  
 WD = Teacher Work Day (\*\*one day before school or June 7)  
 / = half day students  
 X = No School - Students/Staff  
 \* Marking Period Ends  
 \*\*\* Graduation  
 ■ : 11/9 - Afternoon (3 hrs), Evening (2 hrs),  
 11/14 - Evening Only (2 hours); 2/15 - Evening Only (3 hours)  
 Student Calendar Dates: 175  
 Teacher Days: 186