

Labour Day, 1976

MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE LAKE CITY AREA SCHOOLS
MISSAUKEE COUNTY, MICHIGAN

and the

LAKE CITY FEDERATION OF TEACHERS, AFT LOCAL 3239

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Lake City Area Schools.

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This agreement is made by and between the Board of Education of the Lake City Area Schools, Missaukee County, Michigan (hereinafter called the "Board"), and the Lake City Federation of Teachers, AFT Local 3239 (hereinafter called the "Union").

WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing a quality education for the students of the district is their mutual aim, and that the character of such education depends upon the quality and morale of all parties concerned, and

WHEREAS, the parties are mutually engaged in an endeavor in the public interest, the Employer and the Union encourage fair and harmonious relations between their respective representatives at all levels, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RecognitionSection 1: Recognition.

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all full-time and regularly-employed part-time 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: Regularly-employed part-time teachers shall mean those teachers employed in the same position for more than sixty (60) consecutive days.

Section 3: Establishment of new positions or functions within the bargaining unit related to instruction shall be negotiated 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 4: Fair Employment Practices

- A. This Agreement shall be applied uniformly to all teachers within the bargaining unit. (It is understood that regularly-employed part-time employees will be entitled to benefits pro-rata to full-time teachers.)
- 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 5: Union Dues Check-off

- A. Upon filing with the Board of a written authorization form for payroll deduction, signed by the employee, the Board agrees to deduct Union membership dues which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee. Assessments are not considered by the parties to be within the purview of this Section.
- B. Deductions from each paycheck shall be in the amount stipulated per pay period by the Union prior to the opening of school for the term of this Agreement, and shall commence with the pay period following receipt of the written authorization, up to and including the twentieth paycheck of each school year. The Board agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one week following the last deduction of the month, 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. Dues authorizations, once filed with the Board, shall continue in full force and effect until a revocation form in writing and signed by the employee is filed with the Board and the Treasurer of the Union. It is expressly understood that the Board need only honor one authorization form per year per employee.
- E. The Board 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.
- F. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the affected employee(s) in the amount of the demonstrated excess.
- G. 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 a

representative of the Lake City Federation of Teachers. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

- H. The Lake City Federation of Teachers shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with Section 5 of this Article.

I. Authorization Form:

Date: _____

AUTHORIZATION FOR DEDUCTION OF LAKE
CITY FEDERATION OF TEACHERS MEMBERSHIP DUES

I hereby authorize the Board of Education to deduct the sum of \$ _____ per paycheck commencing with the first paycheck after receipt of this authorization up to and including the twentieth (20th) paycheck of each school year, as dues for membership in the Lake City Federation of Teachers, as specified in the Master Contract. 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 for subsequent years when such change has been adopted by a vote of the membership, as prescribed by the Constitution of the Lake City Federation of Teachers. I further understand that any question which arises in regard to the method or amount of deductions will be brought to the Lake City Federation of Teachers.

Signed: _____

Date filed: _____

ARTICLE II

Effect of Agreement

Section 1: The parties mutually agree that the terms and conditions set forth in this 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 on substitute language for the voided provision(s).

ARTICLE III

Definition of Rights and ResponsibilitiesSection 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. The right to establish, modify, or change any work or business or school hours or days.
 3. The right to 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, buildings, departments, divisions 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 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: When an employee, acting under the rights granted in this Agreement or within the scope of Board policies, is subjected to court action with respect to exercise of those rights, the Board agrees to support such employee and to defend the contract provision(s).

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. 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.
- 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. This does not give the building principal the right to physical assignment of such duty.

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 non-confidential contents of his/her personnel file. A Union Representative may be present on request of the employee.
- B. All teachers shall initial and date the materials placed in the file upon request of the principal.
- C. All material making adverse reference to an employee's competence, character, or manner shall be kept or placed in a file only with an employee's knowledge within a reasonable time after discovery. An employee shall have the right to attach his/her comments thereto within a reasonable period of time.

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. If any matter of a critical nature is recognized, the teacher shall be promptly informed in writing, with a copy to be placed in the personnel file. The notice shall state a copy is being placed in the file. All copies shall be signed and dated by the administrator.
- B. Formal Observations:
1. Prior to a formal observation, the teacher shall be notified of the week of visitation. Preferably, a conference between the administrator and the teacher shall take place to discuss the goals and objective of the class or work period to be observed during the week of the visitation.
 2. All formal observations shall be followed up by a written summary of the observation, pointing out strengths and weaknesses and suggestions for improvement. Within five (5) days after the observation, a conference shall 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.

C. There shall be a 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 nor 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' lounges 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 which 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.)

ARTICLE IV

Negotiation 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 within 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 a 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. The placing of a teacher on a third year of probation.
- C. 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 evaluations 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.
- D. Termination or failure to reappoint a teacher to a position on Schedule B.

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 1 of this procedure.
- C. 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.
- D. 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.
- E. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- F. 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.
- G. 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.

- H. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which 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.
- I. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- J. The arbitrator shall have no power to establish salary scales or to change any salary.
- K. 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.
- L. The arbitrator shall have no power to interpret state or federal law.
- M. No arbitrator shall hear more than one grievance at any one hearing without mutual consent of the Board and the Union.
- N. The Board and the Union each shall bear the full costs for their representative counsel in the arbitration.
- O. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.

- P. 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.
- Q. 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 Grievances

- A. Grievances shall be presented and adjusted in accordance with the following procedures:
1. Informal conference
 - a. A complaint shall first be discussed with the principal with the object of resolving the matter informally by the aggrieved person, his Union representative, or both.
 - b. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the principal shall inform the Union of the adjustment.
 2. Step 1 -- Written Procedure: In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent within fifteen (15) days following the discovery of the act or condition forming the basis of the grievance, or within fifteen (15) days of when the grievant should reasonably have known of the act or conditions, whichever shall occur first.

- a. The grievance may be lodged as specified in 1-a above.
- b. Upon investigation of the issues involved, the Superintendent shall, within five (5) days following receipt of the grievance, communicate his decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

3. Step 2 -- Written Procedure:

- a. In the event the matter is not resolved at Step 1, the aggrieved person may, within five (5) days of receipt of the answer at Step 1 (or within ten days of submission to the Superintendent), appeal to the Board by filing a copy of the grievance form and answers thereto.
- b. In not less than five (5) nor more than thirty-five (35) calendar days, the Board shall hold a private hearing. The aggrieved person, his Union representative, and necessary witnesses, plus administration may be present. At least three (3) days notice shall be given by the Board.
- c. Within ten (10) days of the conclusion of the hearing, the Board shall render its decision in writing, including reasons therefor, on the form provided, sending copies to the Union, the aggrieved person (if any), and to the administration.

4. Step 3 -- Arbitration: Within ten (10) 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.

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.

Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievances.)

Remedy Sought (specify)

Signature

Statement of Decision (state decision, cite contract sections, and give reasons for decision.)

Signature and Date

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)

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

Signature

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

Signature and Date

Copies:

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

GRIEVANCE FORM

Arbitration

TO _____ Date _____

FROM _____ Date of Decision at Step II _____

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

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

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, MeetingsSection 1: Curriculum Development

- A. A curriculum and textbook selection committee shall be established to make recommendations to the Board. Teacher-sharing programs will be permitted upon approval of the building principal.
- B. The Union is authorized to establish a facilities and supplies committee to make recommendations to the building principals.

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. Efforts will be made by the Board to provide a part-time elementary certified physical education instructor for the 1974-75 and 1975-76 school years.

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: Teacher Aides

- A. To relieve teachers of patrol and bus duty, aides will be used in the elementary, junior high, and high schools. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch and similar non-teaching responsibilities.
- B. Aide supervision for hallways shall be provided as in the past.

Section 6: Meetings and ConferencesA. Staff Meetings

1. Staff meetings may be called when needed, with prior notification that such meetings are to be held, such notification also to 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.
 2. The Board and the Union shall jointly plan two or more in-service sessions, not to exceed 2-1/2 hours each, time for which shall be donated equally by the Board and the faculty.
 3. New teacher orientation workshops and scheduling thereof shall be jointly worked out by the parties in order to expedite the period of adjustment of the new teacher to the particular school situation.
- B. Unless a valid excuse is presented, each teacher shall be required to attend one parent-teacher open house per year.
- C. Attendance at P.T.A. 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 are submitted to the principal. If a leave is approved by the building principal and Superintendent, the teacher will suffer no loss in pay and will be reimbursed for reasonable expenses and mileage, where applicable. A written summary of the conference shall be submitted to the Superintendent 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, permission from the Board and 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.

ARTICLE VII

Assignment, Vacancies, Promotions, TransfersSection 1: Vacancies

- A. Whenever any permanent vacancy within the bargaining unit or administrative vacancy in the district shall occur, 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.

- B. In the event that a vacancy should arise during the summer, when teachers are away for protracted periods of time, it shall be sufficient to notify the Union in writing and only those faculty members whose qualifications conform to the job specifications of the vacant position. It shall be the responsibility of the teacher to notify the Board during such period in writing of the teacher's address for such extended period, in the event that such teacher is not available at his/her usual residence.

C. The Board will post such vacancy on the bulletin boards in each school simultaneously with written notice to the Union.

Section 2: Transfers. Involuntary transfers will require an explanation of reasons to the teacher prior to effectuating the transfer.

Section 3: Pupil Groupings. 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.

ARTICLE VIIICalendar, Hours, and Class LoadSection 1: Calendar

- A. The school calendar for 1974-75 shall be jointly worked out between the parties and shall be attached hereto as Addendum A, page 50.
- B. With the consent of the Union, the Board may use "snow days" or inclement weather days for in-service training. The Board reserves the right to alter the school calendar in order to achieve a minimum of 180 days of student instruction, if so required by state law. The Board will negotiate with the Union, in such event, in the placement of the make-up days within the alteration of the calendar.
- C. The basic work week shall be Monday through Friday; the basic school day shall be 7-1/4 hours, inclusive of a 30-minute, duty-free lunch period.

Section 2: In-classroom Hours

- A. Teachers shall be expected to be in the building 20 minutes before classes commence, and in their rooms five minutes in advance of students to be prepared for instruction at the commencement of the students' instructional day.
- B. Teachers shall be expected to remain in their classrooms at the end of the instructional day as long as necessary to complete those professional duties which must be undertaken within the classroom.

- C. Teachers will be at their assigned duty stations after their lunch period at least five (5) minutes before the students.
- D. Teacher Load.
1. The normal weekly teaching load in the junior and senior high school will be 30 teaching periods and five unassigned conference periods for a seven period day, and 25 teaching periods and five conference periods for a six period day. There may be exceptions made if such exceptions are agreed to in advance by the teacher involved.
 2. Each teacher in the junior and senior high school will have one conference period a day equal to a regular class period. A conference period will be used to meet with parents, students, and administration to discuss problems. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. It is expressly understood that the assignments made by the administrative staff may in some instances require a teacher to be temporarily assigned outside the scope of his teaching certificate or major or minor fields of study in the interest of the school district as a whole. "Temporary" shall be defined for the purpose of this Article as not to exceed the balance of the current school year.

Section 3: Class Load

A. Class Size. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. 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 interests of the district as deemed administratively feasible. It is agreed that the Board will try to maintain the following teacher/student ratios:

1. Kindergarten	30 pupils
2. Elementary grades	30 pupils
3. Junior and Senior High School Classes:	
English	30 pupils
Social Studies	30 pupils
General Education	30 pupils
Mathematics	30 pupils
Sciences	30 pupils
Languages	30 pupils
Business	30 pupils
Typing	30 pupils
Art	30 pupils
Health Education	40 pupils
Industrial Arts	20 pupils
Drafting	30 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils

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

For the 1974-75 and 1975-76 school years the Board shall be permitted to exceed the above limits by five students, such limits to be determined after October 15 of each school year. In the event the limits are exceeded by more than five (5) students, the Board shall provide extra help or pay the teacher \$100 per student.

- B. Split-level Classes. Split-level classes (more than one grade level) shall be instituted only with the consent of the teacher involved and consultation with the Union.
- 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 4: 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 7:30 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 therefor.

- B. It shall be the duty of the Board to provide substitute teachers when a teacher is absent.
- C. Teachers 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. The period of such emergency should not exceed one hour, and in no event shall implementation of this provision result in any one classroom being left attended by a non-certified person.

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.

ARTICLE X

LeavesSection 1: Sick Leave

- A. Upon initial employment and each year thereafter, each employee shall be granted sick leave in the amount of 10 days. 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. Sick leave may also be used for doctor appointments which cannot be otherwise scheduled.
- B. Unused sick leave days shall accrue to a maximum of 120 days.
- C. In the event that a teacher is absent due to illness for five consecutive days, the Board may, at its own expense, request an examination by an independent physician.
- D. Sick Leave Bank: At the beginning of each school year each teacher shall have the option of contributing one day of his/her sick leave allowance to a common bank to be administered by a Union designee and the Superintendent. Teachers who have so contributed and have exhausted their sick leave banks, may make withdrawals in accordance with the following provisions:
1. No teacher may withdraw more than one-half the days on deposit at any one time.
 2. Days once deposited in the common bank shall remain in the bank, and deposits so made shall accrue to a maximum of 120 days.

3. Limitation on the number of days permitted to be withdrawn by any one person in any one year may, for cause, be imposed by the bank's administrators.
 4. A teacher shall not be allowed to make more than one withdrawal per year.
 5. School administrators may participate at their written request.
- E. 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 prorated 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 2: Personal Leave. A maximum of two days per year, non-accumulative, may be granted for personal business of the teacher. The teacher shall have the right to take one of the above days at their discretion (subject to the notice provisions of paragraph B-7, below). It 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 business days are not to be taken for activities which could be performed during vacation or non-school hours.

- A. As a condition precedent to receiving pay for personal business days, 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 in the sole discretion of the principal or Superintendent and shall be subject to the grievance procedure.
- B. The following are examples of some acceptable reasons, it being expressly understood that other reasons may be acceptable upon the approval of the Superintendent:
1. Government, law, or court appearance, involuntary or compulsory (i.e., social security, income tax, court witness).
 2. Funeral of a person whose relationship warrants such attention.
 3. Counseling or advising at a university or college.
 4. Absence due to weather when cautioned against traveling by road or police authorities.
 5. Business transactions of an urgent nature which cannot be completed after 3:30 P.M., it being expressly understood that automobile transactions will not qualify.
 6. One day for graduations of son, daughter, husband or wife, providing arrangements are made at least five days in advance. It is expressly understood that this leave will not be granted during the week of final examinations.
 7. It is expressly understood that personal business days may not be used for hunting or fishing, family vacations, or shopping trips.

Section 3: 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 10 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 4: Maternity Leave

- A. Maternity leave without pay shall be granted to female employees. The termination date of the leave shall be determined at the time of granting by the Board.
- B. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's office in writing as soon as pregnancy has been definitely verified, or by the 4th month, whichever is earlier, so that necessary arrangements can be made to procure the teacher's replacement.
- C. Within thirty days thereafter, the teacher shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of the requested leave, and shall be accompanied by her physician's statement that there is no medical reason why she cannot continue to perform services until the beginning date of the leave. This medical statement shall be supplemented monthly up

to the seventh month, and after this time following each appointment with her physician. The beginning date shall be worked out with administration so that, as nearly as possible, this date will not unduly interrupt the pupil-teacher continuity. As nearly as possible, the beginning date of the leave should conform to the beginning or ending of a marking period, semester, or school year. In no event shall the beginning date of the leave of absence commence later than four weeks prior to the expected date of birth without the written approval of the school board physician.

1. In the event of a dispute between the teacher's physician and the school board physician regarding the beginning date of a maternity leave, the Board reserves the right to, at its own expense, require a third medical opinion. This opinion shall be final and binding.
 2. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency, to be determined on an individual basis.
- D. The teacher shall be eligible to return from maternity leave, as specified in paragraph A, above, upon filing a physician's statement that she is physically fit for full-time employment. Reemployment will commence upon the date set by the Board, it being understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

- E. The length of maternity leave shall allow a maximum of one year following birth. Maternity leave may be extended for one additional school year, provided the teacher makes such request sixty days prior to the end of the year in which the leave is to terminate. (Maternity leaves granted prior to August, 1974, shall extend for such period as was in effect between the parties at the time the leave was granted.)
- F. 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 of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.
- G. Failure to return from a maternity leave on the date specified without reasonable cause shall be deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
- H. Where the expected date of birth falls within the school year, failure to apply for a maternity leave shall be grounds for termination of employment when the teacher can no longer perform her duties.
- I. Maternity leave shall provide no experience credit on the salary grid. Upon return from leave, the teacher shall be entitled to all benefits accrued prior to said leave.

- J. For maternity leaves of less than three months, up to ten (10) days accumulated sick leave may, at the employee's option, be applied to the leave.

Section 5: Funeral Leave. Employees shall be granted up to five paid leave days following a death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters, or any person for whose financial or physical care the employee is primarily responsible.) 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.

Section 6: Travel-Study Leave. An employee who has been in the district for a minimum of three 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 7: Return from Leave.

- A. When a teacher returns from leave he/she shall be entitled to reemployment 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 8: 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 times 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 9: Extension of Leave. Requests for extensions 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 to 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 BenefitsSection 1: Annual Salaries

- A. The salaries of teachers covered by this Agreement are set forth in a schedule which is attached hereto and incorporated in the Agreement.
- B. The Board may, in its sole discretion, grant new teachers hired into this district credit on the salary scale for teaching experience earned in other districts.
- C. Pay periods shall begin on September 13, 1974, and shall continue every other Friday in 26 equal installments. The teacher may apply to the administration for 20 equal installments.
- D. Severance Pay. Severance pay for unused sick time accumulated after September 1, 1972, will be granted by the Board of Education on the base pay at the time of retirement from the Lake City School system according to the following schedule: 25% after 10 years service to Lake City Schools after 9/5/72; 50% after ²⁰10 years service to Lake City Schools after 9/5/72, with a maximum of \$2,000. It is agreed that the last accumulated sick time will be used first.

Section 2: Fringe Benefits

- A. Hospital-Medical Insurance. The Board shall provide without cost to the employee, full-family Blue Cross-Blue Shield MVF-1, Master Medical (Option 4), ML Rider, IMB-OB Rider, D-45NM Rider, DC-DCCR Rider, SA-SD Rider (sponsored dependents), and the \$2.00-deductible PPD Rider.

- B. Life Insurance. The Board shall provide without cost to the employee \$2,500 life insurance and ACD.
- C. 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.
- D. 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.
- E. There shall be no double coverage paid by the school district.
- F. School-related Injury. Injury which arises out 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 workmen'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 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.

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: 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 accrue, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave(s).

Section 2: 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.

Section 3: Any teacher who is granted tenure shall have seniority from the last date of hire.

Section 4: The Board shall prepare a seniority list by classification and transmit a copy of the same to the Union.

Section 5: 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. 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.
 - 2. In the event seniority teachers must be laid off, layoff will be on the basis of seniority within classification of certification.

Section 6: Recall: Teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

Section 7: The recall list shall be maintained by the Board for a period of one year. Thereafter, a teacher shall lose his 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 four additional years.

ARTICLE XIV

Duration

This Agreement shall be effective as of August 28, 1974, and shall continue in effect until Labor Day, 1976.

BOARD OF EDUCATION,
LAKE CITY AREA SCHOOLS

LAKE CITY FEDERATION OF TEACHERS

By _____

By _____

ADDENDUM A

School Calendar, 1974-75 School Year

August 28	-- Orientation Day. New teachers to attend meeting for orientation. All teachers to report for Superintendent's meeting, Principal's meeting, and Union meeting. Remainder of day to be used for preparing rooms for instruction, and for departmental or grade level meetings, if scheduled by the building principal.
August 29	-- Students report for classes.
September 2	-- Labor Day. No students or teachers report.
November 15	-- School Closed.
November 18, 19	-- Parent-teacher conference days.
November 28, 29	-- Thanksgiving recess.
December 20	-- School closes at end of day for Christmas recess.
January 6	-- Students and teachers report for classes.
January 24	-- First Semester ends.
January 27	-- Second Semester begins.
March 21	-- School closes at end of day for Spring recess.
March 31	-- Students and teachers report for classes.
May 26	-- Memorial Day. School closed.
June 6	-- Last day of school.
Total Instructional Days	-- 180
Teacher-duty Days	-- 183

Note: When a second formal parent-teacher conference would be beneficial, such conference shall be scheduled at the mutual convenience of the parents and teachers involved during the second week in April.

ADDENDUM B

Salary Schedule

Step	1974-1975	1975-1976
1.	\$ 8,600	\$ 9,000
2.	8,990	9,390
3.	9,380	9,780
4.	9,770	10,170
5.	10,160	10,560
6.	10,550	10,950
7.	10,940	11,340
8.	11,330	11,730
9.	11,720	12,120
10.	12,110	12,510
11.	12,500	12,900

M.A. = \$520 additional

During the 1975-76 School year in addition to the above salary schedule the Teacher will not have the Teacher's state Retirement contribution deducted from the salary as specified; this 5% contribution will be paid by the Board.

Addendum B -- Extra Duty Salary Schedule --

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
Varsity Football	900	1000	1100
Varsity Ass't Football	550	600	650
J. V. Football	600	650	700
Varsity Basketball	950	1050	1150
J.V. Varsity Basketball	650	700	750
9th Gr. Basketball	300	350	400
8th Gr. Basketball	300	350	400
7th Gr. Basketball	300	350	400
Varsity Track (boys)	400	425	450
Varsity Track (girls)	300	325	350
Varsity Baseball	400	425	450
Varsity Basketball (girls)	400	425	450
J.V. Basketball (girls)	250	275	300

Statements Regarding Coaches Salary

1. Each coach is expected to accept the full responsibility of time, effort and character, and set the proper example in his or her assigned coaching position.
2. Each coach shall take on other duties such as helping at games without expecting any further remuneration.
3. It is understood that the coaches 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 athletic equipment, etc.
4. It is understood that no coach will leave the locker rooms until all players have left.

Addendum B (continued)Other Activities Schedule

Bank Activities -----	\$800
Chorus -----	25 a performance outside of school hours
Plays -----	150 per play
Cheerleading (Sr. High) -----	400
Cheerleading (Jr. High) -----	200
F. H. A. -----	125
Forensic-Debate -----	200
Class Advisors (11-12 Grades) -----	125
Class Advisors (7-10 Grades) -----	75
Chaperones (Dances, Buses, etc.) -----	5/hour
Collecting Tickets -----	5/hour
Safety Patrol -----	125

If Yearbook is not a classroom activity, the rate will be \$300.

If it is a classroom experience, \$100 will be paid for outside work.

If school newspaper is not a classroom activity, the rate will be \$150. If it is a classroom experience, no extra remuneration.