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COLLECTIVE BARGAINING AGREEMENT

between

LAKE SHORE BOARD OF EDUCATION

and

LAKE SHORE FEDERATION OF TEACHERS

**Local 1465 of the
American Federation of Teachers, AFL-CIO
ST. CLAIR SHORES, MICHIGAN**

AUGUST 31, 1999

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AUGUST 25, 2001

Lake Shore Public Schools

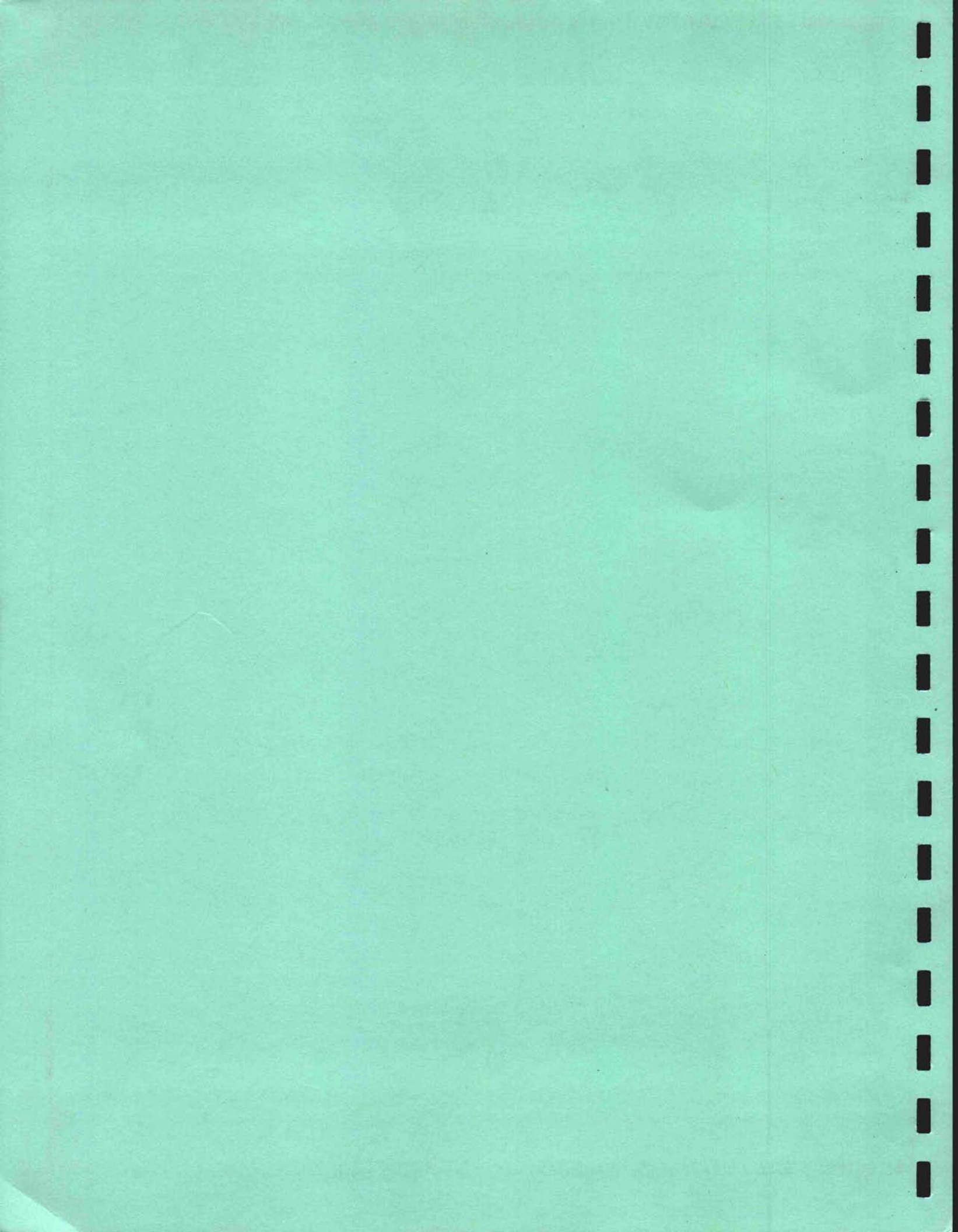


TABLE OF CONTENTS

PROVISION			PAGE NO.
ARTICLE I – RECOGNITION			1
Section	1	Purpose	1
Section	2	Definitions	1
Section	3	Recognition of Federation	2
Section	4	Non-Discrimination	2
Section	5	Bond Issue and Millage Elections	2
Section	6	Effect on Existing Contracts	2
Section	7	Distribution of Agreement	2
Section	8	Scope of the Agreement	3
Section	9	Instructional Services From Other Agencies	3
Section	10	Consolidation	3
ARTICLE II -- FEDERATION MATTERS			4
Section	1	Federation Use of School Rooms	4
Section	2	Bulletin Boards	4
Section	3	Federation Use of Mailboxes	4
Section	4	Federation Paper Supply	4
Section	5	Notice to Federation of Board Meetings	4
Section	6	Conduct of Federation Business	4
Section	7	Released Time for Federation President	4-5
Section	8	Federation Building Representative	5
Section	9	Federation Monthly Meeting	5
Section	10	Special Conferences	6
Section	11	Dues Deduction and Representation Fee	6
Section	12	Agency Shop	7
ARTICLE III -- GENERAL PROVISIONS AFFECTING EMPLOYMENT			8
Section	1	Teacher Responsibility	8
Section	2	Teacher Employment Requirements	8
Section	3	Teacher Health Requirements	8
Section	4	Open Personnel File	8-9
Section	5	Disciplinary Action/Legal Assistance to Teachers	9
Section	6	Disruptive Pupil	10
Section	7	Discipline Clause	10-11
Section	8	Teacher Ordering of Equipment and Supplies	11
Section	9	Teacher Assignments	12-14
Section	10	Teacher Evaluation	14-17
Section	11	Discharge and Suspension	17
Section	12	Transfer of Teachers	17-23

PROVISION

PAGE NO

ARTICLE III -- GENERAL PROVISIONS AFFECTING EMPLOYMENT (continued)

Section	13	Promotion of Employees to Admin Positions	23-24
Section	14	Layoff and Related Matters	24-29
Section	15	Seniority	29
Section	16	The Return of a Resigned Teacher	29
Section	17	Health and Safety	29
Section	18	Filling of Vacancies	30

ARTICLE IV -- SCHOOL CALENDAR, HRS OF EMPLOYMENT, AND RELATED MATTERS

30

Section	1	School Calendar	30-31
Section	2	Length of Day and Class Load	31-35
Section	3	General Staff Meetings	35
Section	4	Teacher's Equipment	35-36
Section	5	Teacher Access to Work Stations	36
Section	6	Storage Areas for Special Teachers	36
Section	7	Interruption of Classes	36
Section	8	Counselors	37-38
Section	9	Half-Time Teaching Teams	38
Section	10	Establishment and Maintenance of Facilities	39
Section	11	Faculty Parking	39
Section	12	Attendance at Educational Planning and Placement Committees	39
Section	13	Confidential Information	39

ARTICLE V -- SCHOOL PROGRAM MATTERS

39

Section	1	Class Size	39-44
Section	2	Curriculum Committee	44
Section	3	Educational Committees of the Board and the Intermediate School District	45
Section	4	Parent-Teacher Conferences and Open House	45-48
Section	5	Elementary Pupil Placement	48
Section	6	Accompanists for Music Teacher	48
Section	7	Curriculum Change Within a Building	48
Section	8	Change in Instructional Program and Suspension of Contract Provisions	49
Section	9	Voluntary Assistance Program	49-50
Section	10	Change of Class Schedule for Special Area Teachers	50
Section	11	Multipurpose Room	50

PROVISION**PAGE NO.****ARTICLE VI -- PROFESSIONAL IMPROVEMENT****51**

Section	1	Educational Conferences/Staff Devel. Comm.	51
Section	2	Tuition Reimbursement	52
Section	3	Released Time for Certain Summer Institutes	53
Section	4	Released Time for Speaking Engagements	53
Section	5	Research Projects	53

**ARTICLE VII -- LEAVE OF ABSENCE; SICK AND EMERGENCY LEAVE,
AND OTHER LEAVES****53**

Section	1	Leave of Absence	53-60
Section	2	Resignations and Leaves of Absence	60
Section	3	Sick Leave	60-66
Section	4	Absences During Parent-Teacher Conferences and on Record Days	66

**ARTICLE VIII -- EMPLOYEE COMPENSATION, FRINGE BENEFITS AND
RELATED MATTERS****66**

Section	1	Professional Salary Schedule	66
Section	2	Extra-Curricular Programs and Compensation	66-69
Section	3	Extra-Curricular Funds	69-70
Section	4	Compensation to Full Time Teachers Substituting	70-71
Section	5	Insurance Benefits	71-74
Section	6	Tax Sheltered Annuities	75
Section	7	Severance Pay	75-76
Section	8	Severance Pay Prior to Severance	76
Section	9	Pay Periods	76
Section	10	Daily Rate of Pay	77
Section	11	Transportation	77
Section	12	Fringe Benefits for Part-Time Employees	77-78
Section	13	Personal Property Loss Fund	78
Section	14	Selection of Teachers for Summer School	78
Section	15	Compensation for Co-op Student Coordination	79
Section	16	Music Teacher's Equipment	79
Section	17	Academic Freedom	79-80
Section	18	Released Time Voluntary Grade 6 Camping Program	80

PROVISION	PAGE NO.
ARTICLE IX -- GRIEVANCE PROCEDURE	80
Section 1 Definition	80
Section 2 Procedure	80-83
Section 3 General Provisions	83-84
ARTICLE X -- DURATION, SEVERABILITY AND AUTHORITY OF THE BOARD	85
Section 1 Duration of Agreement	85
Section 2 Severability	85
Section 3 Authority of the Board	85-86
ARTICLE XI -- MAILING ADDRESS FOR NOTICES	86
ARTICLE XII -- RATIFICATION	87
APPENDIX A -- SCHOOL CALENDAR	88-89
APPENDIX B -- TEACHERS' SALARY SCHEDULE	90-92
APPENDIX C -- EXTRA CURRICULAR PROGRAM AND COMPENSATION	93-97
APPENDIX D -- SABBATICAL LEAVE	98-99
APPENDIX E -- CORE TEACHING STANDARDS	100-101
APPENDIX F -- DISCIPLINE	102
MEMORANDUM OF UNDERSTANDING - STATE/FEDERAL HEALTH CARE	103

THIS AGREEMENT entered into this 31st day of August, 1999 between the Board of Education of the LAKE SHORE PUBLIC SCHOOLS hereinafter called the BOARD and the LAKE SHORE FEDERATION OF TEACHERS, AFT, hereinafter called the FEDERATION.

ARTICLE I – RECOGNITION

Section 1. Purpose

The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965.

Section 2. Definitions

- (A) BOARD shall mean the Board of Education of the Lake Shore Public Schools, its successors or assigns.
- (B) FEDERATION shall mean the Lake Sdhore Federation of Teachers, AFT.
- (C) TEACHER shall mean any member of the bargaining unit. A full time teacher is one whose assignment is for half time or more.
- (D) BUILDING REPRESENTATIVE shall mean representative of the FEDERATION or his/her alternate designee in each school building.
- (E) ADMINISTRATOR shall mean any employee of the BOARD who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.
- (F) SCHOOL shall mean any work location within the School District, provided it is understood the provisions of the Agreement shall apply to a teacher while engaged in a field trip or other authorized school function outside of the District.
- (G) In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural and whenever the masculine is used it shall include the feminine.

Section 3. Recognition of Federation

The BOARD recognizes the FEDERATION as the sole and exclusive collective bargaining representative for all certified personnel employed by the BOARD excluding all substitute teachers, all members of other recognized bargaining units, all administrative interns, and all administrative and supervisory positions now in existence and hereafter established by the BOARD. The BOARD agrees that it will not enter into any collective bargaining agreement with any teacher or any other organization on behalf of teachers. The BOARD further agrees to negotiate with the FEDERATION before instituting a program of performance contracting.

Section 4. Non-Discrimination

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

Section 5. Bond Issues and Millage Elections

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

Section 6. Effect on Existing Contracts

Any individual written contracts issued to teachers shall be subject to this Agreement and each of the terms and conditions hereof shall control and supersede any provision of such contracts in conflict therewith.

Section 7. Distribution of Agreement

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

Section 8. Scope of the Agreement

It is mutually agreed that this Collective Bargaining Agreement represents the complete agreement between the parties, and any other matter outside of this Agreement which has not been incorporated by reference herein shall not be deemed to be part of such Collective Bargaining Agreement.

Section 9. Instructional Services from Other Agencies

A. It is mutually understood that the BOARD reserves on to itself the right to determine the most appropriate vehicle for the delivery of instructional services to its students. This includes the right to cooperatively develop or contract for such services with vocational education consortiums, other school districts, Intermediate School Districts and other agencies. If the BOARD enters into any such contracts it may not directly result in the lay-off of any presently employed teacher. However, this provision is not intended to prevent the BOARD from reducing a school's staff due to declining enrollment or budgetary limitations. Should a BOARD decision result in a change in locally offered classes or programs the Superintendent shall meet with the FEDERATION and explain the reason(s) for such decision.

B. Vocational Education Consortium

1. The FEDERATION shall be notified prior to the placement of any programs into the St. Clair Shores Vocational Consortium.
2. In the event a Lake Shore teacher is assigned to teach in the consortium program in another district, he/she shall maintain all contractual rights and obligations under this agreement.
3. Although it is recognized that the on-site supervision of Lake Shore teachers shall be conducted by the building involved, it is understood that disciplinary action, if any, to be imposed shall be taken by Lake Shore Administration (after consultation with the on-site supervisor).
4. The BOARD pledges to work for the equal distribution of programs and students in the Vocational Education Consortium.

Section 10. Consolidation

In the event that Lake Shore Public Schools should consolidate with or be annexed to another school district, this Agreement shall continue in full force and effect until the date of its expiration to the extent permitted by law.

ARTICLE II – FEDERATION MATTERS

Section 1. Federation Use of School Rooms

The FEDERATION may use available rooms for legitimate business of the organization upon request to the appropriate administrator.

Section 2. Bulletin Boards

The BOARD shall reserve one bulletin board in each teacher's lounge for the exclusive use of the FEDERATION for the purposes of posting material dealing with legitimate FEDERATION business.

Section 3. Federation Use of Mailboxes

The FEDERATION may use the inter-school mail and teacher's mailboxes for distributing materials dealing with legitimate FEDERATION business. The FEDERATION shall not be responsible for materials placed in the mailboxes by employees acting in a non-official capacity. The FEDERATION mail will be marked as L.S.F.T.

Section 4. Federation Paper Supply

The BOARD agrees to furnish the FEDERATION paper, that it has on hand, at the cost incurred by the Board.

Section 5. Notice to Federation of Board Meetings

The FEDERATION shall be given prior written notice of any regular or special meetings of the BOARD. Such notice shall include agendas, board reports, minutes, financial reports, etc., if any. The FEDERATION shall notify the BOARD by September 1st as to who shall be the recipient of such notice.

Section 6. Conduct of Federation Business

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

Section 7. Release Time for Federation President

- (A) The BOARD agrees that the President of the FEDERATION shall be released from his/her regular assignment with full pay for the second half of his/her work day for the purpose of handling business for the FEDERATION relating to this District.

Article II

- (B) It is understood that the FEDERATION shall be allowed to purchase additional released classroom time provided that all released time shall be for a full school year or a semester and shall commence only at the beginning of a semester. However, should the President of the FEDERATION terminate employment or otherwise be unable to teach for the remainder of any semester, the new President shall receive his/her released time during such semester. If the FEDERATION President is teaching less than two (2) classes, the unassigned time shall be purchased. It is understood that the FEDERATION must notify the BOARD in writing prior to August 1 for the first semester and/or prior to December 1 for the second semester as to the amount of additional released classroom time the FEDERATION President wishes to purchase for the upcoming semester(s).
- (C) The FEDERATION agrees to reimburse the BOARD at the rate of the FEDERATION President's salary proportional to any additional released time purchased in accordance with (B) above. Such reimbursement shall be made at the conclusion of each semester.
- (D) The FEDERATION shall be provided ten (10) days released time to be used by the FEDERATION president or his/her designee for FEDERATION business. The President of the FEDERATION must notify the Personnel Office twenty-four (24) hours in advance whenever possible in order to provide for a substitute. The FEDERATION shall reimburse the District for the cost of the substitute at the conclusion of each semester.

Section 8. Federation Building Representative

The FEDERATION building representative or his/her alternate designee shall be given a brief amount of time on the agenda of each building's teachers' meeting for reports and announcements. The FEDERATION shall notify the Superintendent by September 30 as to the names of all FEDERATION officials, including building representatives and alternate designees, who shall be empowered to act in a representative capacity under the terms of this Agreement.

Section 9. Federation Monthly Meeting

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

Section 10. Special Conferences

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

Section 11. Dues Deduction and Representation Fee

- (A) The BOARD shall deduct FEDERATION dues or a representation fee from the paycheck of each teacher for whom the FEDERATION has, on file, a written authorization to do so, provided that the FEDERATION submits a copy of the signed consent form to the Payroll Department authorizing such payroll deduction.
- (B) Such deductions shall continue until the teacher, in writing, revokes his/her authorization or his/her services with the District are terminated, whichever occurs first.
- (C) Such deductions shall be made on a monthly basis and in equal installments. There shall be no deductions for the months of July, August, and September.
- (D) All deductions will be forwarded by the BOARD to the FEDERATION financial officer no later than seven (7) calendar days after such deductions are made.
- (E) The FEDERATION agrees to indemnify and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the BOARD in reliance upon the certified lists furnished to the BOARD by the FEDERATION for the purpose of complying with any of the provisions of this section. The BOARD agrees to provide the FEDERATION with a signed duplicate copy of all certified lists which are presented to the BOARD by the FEDERATION for the purpose of complying with this provision.

Section 12. Agency Shop

- (A) Within thirty (30) days after the commencement of employment or the commencement of the school year, whichever occurs later, each teacher, as a condition of employment, shall:
- (1) Tender the current membership dues to the FEDERATION, or (2) in the alternative, tender a representation fee to the FEDERATION in such an amount as the FEDERATION may prescribe (but in no event shall such amount exceed the current monthly dues required of FEDERATION members).
- (B) After the conclusion of the prescribed time period the FEDERATION may certify to the BOARD the name of any teacher who has failed to exercise one of the options set forth in (A) above. Such certification shall include a statement of the FEDERATION'S good faith attempt to inform the teacher of the options available and of the teacher's refusal to exercise either of them.
- (C) After receiving the FEDERATION'S certification, the BOARD shall notify such teacher, in writing, that his/her employment with the School District will be terminated at the conclusion of the current school year if such teacher does not exercise one of the options set forth in (A) above within thirty (30) days after receiving notification of dismissal from the BOARD. It is understood that the FEDERATION certification to the BOARD must be received no later than ninety (90) days prior to the close of the current school year so that the BOARD will have adequate time to comply with the notice requirements of the Michigan Tenure Act. The BOARD agrees to provide the FEDERATION with a signed duplicate copy of all certified lists which are presented to the BOARD by the FEDERATION for the purpose of complying with this provision.
- (D) Any teacher dismissed under the provisions of this section and who, at a later date, is rehired shall pay, as a condition of reemployment, all unpaid membership dues or representation fees which were due and owing to the FEDERATION when such teacher left the District, provided such teacher offers proof to the BOARD that he/she has tendered the total amount of unpaid dues or representation fees to the FEDERATION. The FEDERATION agrees to notify the BOARD, upon the teacher's dismissal, of the amount due and owing to the FEDERATION.
- (E) The FEDERATION agrees to indemnify and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the BOARD for the purpose of complying with any of the provisions of this section.

ARTICLE III - GENERAL PROVISIONS AFFECTING EMPLOYMENT

Section 1. Teacher Responsibility

It is mutually agreed that the educational quality of the school system reflects the ideals, motives, preparation and conduct of its teachers. In discharging their professional obligations, all teachers will observe and be guided by those principles and requirements set forth in Appendix E which is incorporated by reference and made a part of this Agreement.

Section 2. Teacher Employment Requirements

Each teacher employed by the BOARD shall hold a Bachelor's Degree from an accredited college or university and a valid State of Michigan Teaching Certificate which shall be duly recorded with the Intermediate School District by December 1st of the year of initial employment. It is understood that in the area of vocational industrial arts education the BOARD may employ a teacher who does not possess a Bachelor's Degree provided the teacher is certified by the State Board of Education for the specific position to be filled.

Those teachers whose initial date of hire is later than August 31, 1988 may be required by the BOARD to possess the middle school certificate endorsement in order to teach in the middle school.

Section 3. Teacher Health Requirements

- (A) Health Requirements. Each teacher shall maintain a condition of general health, which includes freedom from substance abuse, sufficient to permit him/her to successfully perform the expressed and implied duties of the position for which he/she is employed. The BOARD reserves the right to require a health examination for any teacher, as the case may be, by such duly licensed physician as the BOARD may designate at its expense.
- (B) Current Health Department rules provide that the routine T.B. testing of school employees is no longer required. Therefore, the District agrees not to impose such a requirement for teachers. In the event that such a rule would be restored, this requirement will be reinstated accordingly.

Section 4. Open Personnel File

- (A) A central personnel file for each teacher shall be maintained in the Superintendent's office.

Article III

- (B) No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has personally received, in hand, a copy of such material from an administrator, and such material expressly states that it will be placed in the personnel file.
- (C) The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- (D) The teacher may examine his/her file as to any materials placed in such file after initial employment, and he/she shall be permitted to reproduce any such material. Upon request a teacher shall be given a topical listing of the contents of his/her pre-employment materials.
- (E) Materials shall be removed from the personnel file if and when an employee's claim that such material is inaccurate and is sustained through the grievance procedure.
- (F) If an administrator keeps in his/her possession written notes or written reports relative to a teacher, such notes or reports may not be used unless these notes and/or reports refer directly to the matter covered in the official record placed in the central personnel file.

Section 5. Disciplinary Action and Legal Assistance to Teachers

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

Section 6. Disruptive Pupil

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

- (A) Prior to such formal identification the teacher must have:
- (1) Referred the pupil in writing to and discussed him/her with the appropriate administrator on at least two (2) different occasions regarding separate incidents.
 - (2) Conferred with the pupil, his/her parent(s), and where applicable, his/her counselor on at least one occasion regarding the pupil's disruptive behavior.
- (B) Upon a teacher's written identification of a disruptive pupil in his/her classroom, the pupil will be immediately referred and/or sent to the principal for disposition of the matter. A conference to provide special help for such pupil will be held within two (2) school days. This conference shall include the teacher, appropriate administrator, the parent, if available, and two (2) or more of the following as selected by the administrator, except that in the elementary only one (1) or more of the following need be selected:
- School Counselor
 - School Psychologist
 - School Social Worker
 - School Resource Teacher
- This conference may include anyone else who in the opinion of the teacher or administrator can provide assistance in helping to resolve the pupil's problem. Finally, the conferees shall formulate specific recommendations regarding the future management of the pupil's school behavior.
- (C) Nothing herein shall be construed as prohibiting or limiting any special conferences, suspensions, or expulsions of any kind that might otherwise be put into effect.

Section 7. Discipline Clause

- (A) No teacher shall be disciplined or reduced in compensation without just cause. Discipline shall mean a verbal or written reprimand which is derogatory to a teacher's conduct, service, character, or personality.

Article III

- (B) Each meeting called for disciplinary purposes shall be held in private. Prior to or at such meeting the administrator shall first inquire as to whether the teacher desires FEDERATION representation, and if he/she does, no action shall be taken until such representative is present.
- (C) The BOARD agrees that this provision shall be enforced in a method and manner which is fair, reasonable, and appropriate, taking into consideration the surrounding circumstances which exist at the time.

Section 8. Teacher Ordering of Equipment and Supplies

- (A) All orders for equipment or supplies for the following school year shall be submitted to the building administrator no later than June 1st of the current school year.
- (B) Each teacher shall prioritize all supply items requested on their order form. In the secondary schools at the direction of the principal orders may be submitted through the various departments and such orders shall indicate the departmental priority.
 - (1) If there are any questions related to the appropriateness, quality or quantity of the materials ordered, the principal shall consult with the teacher before the order is altered.
 - (2) It is understood the principal shall consider the priorities listed by the teacher along with the priorities of the building and educational program when finalizing the building order for supplies and materials.
- (C) It is understood that the ordering of equipment and supplies is dependent upon the availability of funds, market availability, and/or the brand or make ordered through the County Purchasing Agent.
- (D) If for any reason the supplies and equipment requested by a teacher cannot be ordered within 30 days during the school year or prior to the end of the principal's work year the teacher shall be contacted and given reasons for the delay.
- (E) Each teacher shall be supplied with a sufficient quantity of those textbooks, teacher's guides, and supplementary materials, as they become available, that the BOARD has approved and requires the students to use.

Section 9. Teacher Assignments

(A) General Provisions

- (1) A teacher availability and preference form shall be issued to all teachers prior to April 1 of the current school year. On such form the teacher shall indicate his/her preference as to assignment subject(s) or grade level(s), along with supervisory assignments of secondary students (study hall, lunch duty or hall duty) for the next school year. At the time such form is distributed, elementary teachers will be informed of all known changes appropriate to each building.
- (2) Each teacher will be informed of his/her tentative assignment for the ensuing school year prior to the close of the current school year.
 - (a) If an alteration is made (secondary-different subject matter, elementary-different grade level) in a teacher's tentative assignment, the administrator will inform the affected teacher within a reasonable time and provide him/her an opportunity, at his/her request, to discuss the matter.
 - (b) Reasons for change of assignment shall be placed in writing at the option of the affected teacher.

(B) Middle School/High School

- (1) In the middle school and high school, the members of each department shall meet with the appropriate administrator to discuss their teaching preferences and assignments and to attempt to cooperatively determine such for the next school year. In those departments where assignments cannot be agreed to cooperatively, the administrator shall make the final tentative assignment.
 - (a) The building administrator shall make supervisory assignments each year according to requests made in (1) above except when it is administratively impossible or the teacher does not meet the criteria established for such assignment. Whenever possible these assignments will be alternated among teachers.
 - (b) It is further understood that teachers who receive supervisory assignments shall be expected to supervise the program, children, and lay personnel involved. However, the teacher shall not be responsible for the actions of lay personnel.

Article III

- (c) In the High School a ratio of one supervisory person per hundred students shall be maintained for study hall and lunch duty unless additional teachers over and above a building's allocation would have to be hired in order to conform with this provision.
 - (d) Any teacher who requests but does not receive such a supervisory assignment shall have the reasons placed in writing, at his/her request, after he/she has discussed such request with the appropriate administrator.
- (2) No teacher in the middle school or high school shall be assigned to teach outside his/her area of certification.
 - (3) No middle school or high school teacher's assignment shall contain more than three (3) separate preparations nor shall any such teacher have more than three (3) consecutive periods of assigned classroom responsibility unless:
 - (a) A teacher suggests to the building administrator that he/she be assigned to more than three (3).
 - (b) It can be shown that compliance with this provision would mean a curtailment of the educational program which could not otherwise be avoided.
 - (c) A teacher would not have the required number of assignments.
 - (4) The number of different rooms to which a teacher is assigned shall be held to the absolute minimum which is educationally sound and administratively possible.
- (C) Elementary
- (1) In an elementary classroom, the teacher shall teach such subjects as may be required in the instructional programs for the particular class.
 - (2) A teacher's assignment will be based on consideration of the following factors:
 - (a) Preference
 - (b) Training
 - (c) Experience
 - (d) Special interests, hobbies or talents.

Article III

- (3) In the event that all the teachers' first preference cannot be honored, the classroom teachers directly or indirectly affected shall meet with the appropriate administrator to discuss their preferences and attempt cooperatively to determine assignments for the next school year. In those buildings where tentative assignments cannot be agreed to cooperatively, the administrator shall make the tentative assignments.
 - (4) If a teacher is denied his/her preference of assignment, the reasons will be placed in writing, upon request, after the teacher has discussed the matter with the administrator.
 - (5) Tentative class lists shall be given to all elementary teachers prior to July 1.
- (D) Special Education
- (1) Special education teachers shall receive from the Director of Special Education an availability and preference form prior to April 1 of the current school year. On such form the special education teacher shall indicate his/her preference to assignment within the special education area.
 - (2) All assignments in the area of special education will be made at the discretion of the Director of Special Education and be based on the following factors:
 - (a) Location of handicapped students.
 - (b) Category of disability of the students.
 - (c) Approval area of the teacher.
 - (3) It is understood that a special education teacher's assignment may involve more than one building based on the criteria of (2)(a)(b)(c) above.
- (E) The BOARD will post within each building all known vacancies for the following year by June 1 of the current school year. It is understood that this posting does not constitute any change in the transfer provision of this Agreement (ARTICLE III, Sec. 12).

Section 10. Teacher Evaluation

It is recognized by all parties that the primary purpose of teacher evaluation is professional improvement. Such evaluations shall be provided to teachers under the following terms and conditions.

A) Probationary Teacher

Probationary teachers shall be evaluated each year during the teacher's probationary period according to the following terms and conditions:

- (1) Any individual development plan provided to any employee under this section shall be developed by the appropriate administrator in consultation with the teacher. The development of the IDP shall be a collaborative process.
- (2) The teacher will be provided with an annual year-end performance evaluation.
- (3) The evaluation shall be based on, but not limited to, at least two (2) classroom observations held at least 60 days apart (unless a shorter interval is mutually agreed upon). The evaluation shall include an assessment of the teacher's progress in meeting the goals expressed in the IDP.
- (4) A copy of the teacher's written evaluation shall be given to the teacher and a conference will be held between the teacher and the evaluating administrator. In addition, the administrator shall offer assistance to help the teacher become more effective. This will be done no later than May 15 of the year in which the evaluation is conducted.
- (5) The evaluation shall be signed by both parties and the teacher will be given a copy. The teacher may submit a written notation regarding any material contained in the evaluation and the same will be attached to the file copy of the evaluation.
- (6) Failure of the BOARD to comply with this subsection (A, 1-5) is conclusive evidence that the teacher's performance for that school year is deemed satisfactory.
- (7) In the event that the BOARD determines that it will not be re-employing a probationary teacher, it will provide that teacher with a notice of non-renewal no later than May 1. For the second, third and fourth year teachers, the notice will include the reasons for non-renewal. A copy of the notice will be provided to the FEDERATION.

(B) Tenure Teachers

Tenure teachers shall be formally evaluated at least once every three (3) years according to the following terms and conditions:

Article III

- (1) All tenure teachers will develop annual goals in cooperation with their appropriate evaluating administrator.
- (2) The evaluation shall be based on, but not limited to, at least two (2) classroom observations conducted during the period being evaluated. At least one of the observations will be pre-scheduled. The evaluation shall include an assessment of the teachers progress in meeting their goals.
- (3) A tenure teacher shall be formally evaluated upon request within the academic school year provided such request is made no later than February 1.
- (4) The "Core Teaching Standards" (see Appendix E) shall serve as the general criteria by which tenure teachers shall be evaluated.
- (5) A copy of the teachers written evaluation shall be given to the teacher and a conference will be held between the teacher and the evaluating administrator. In addition, the administrator shall offer assistance to help the teacher become more effective. This will be done no later than May 15 of the year in which the evaluation is conducted.
- (6) The evaluation shall be signed by both parties and the teacher will be given a copy. The teacher may submit a written notation regarding any material contained in the evaluation and the same will be attached to the file copy of the evaluation.
- (7) Failure of the BOARD to comply with the subsection (B, 1-6) with respect to an individual teacher in a particular three (3) year period is conclusive evidence that the teacher's performance for that period is satisfactory.

(C) Ad Hoc Committee

- (1) When any teacher does not agree with the formal evaluation of his/her administrator, he/she may require an evaluation by an Ad Hoc Committee as provided below.
 - (a) He/she may require the appointment of an Ad Hoc Committee consisting of not less than three (3) nor more than five (5) professional persons of his/her choice.
 - (b) The administrator shall set up the Committee within one (1) week after such request has been made.

Article III

- (c) The Committee shall submit its evaluation report to the administrator who shall discuss it with the Committee.
- (d) If the problem is not resolved by such report and conferences, the administrator shall submit a copy of the Committee's report to the Superintendent along with the evaluation report. In that event final judgment shall be made by the Superintendent.

Section 11. Discharge and Suspension

No teacher shall be suspended or discharged except for just cause and unless he/she:

- (A) Has received in writing the specific reasons for such action.
- (B) Has been accorded at his/her request a tenure hearing before the Board of Education in accordance with any Open Meetings Act which is now or may hereafter be in effect.
- (C) It is understood that in the event of suspension, (A) and (B) above may occur after such suspension has been effected. However, in no event shall the reasons be given more than one day after such suspension has occurred nor shall the meeting with the BOARD occur more than ten (10) school days after requested by the affected teacher.
 - (1) If the FEDERATION does not agree with the decision of the BOARD relative to such suspension, it may proceed immediately to arbitration under ARTICLE IX, Section 2 (C) of this Agreement.
- (D) At any hearing(s) under this provision the affected teacher shall be entitled to FEDERATION representation at his/her request.
- (F) It is understood that a discharge shall not be subject to the grievance procedure. It is further understood that if at any time the State Tenure Law is repealed, the discharge of any teacher who acquired tenure, prior to repeal, shall be subject to the grievance procedure.

Section 12. Transfer of Teachers

- (A) Transfer shall mean the movement of a teacher from one building to another building, or from one classroom teaching assignment to another within the same building, or from classroom teaching to any other position within the unit other than classroom teaching, or the reverse, or from non-classroom teaching to non-

Article III

classroom teaching for regular education to special education or the reverse. Necessary and reasonable assignment changes for teachers who are normally assigned to more than one building, such as speech therapists and elementary art, music, and physical education teachers, etc. shall not be deemed transfers.

(B) Voluntary Transfer

- (1) All positions which become vacant on a permanent basis after the start of the school year but prior to January 15 shall be posted for immediate transfer and effective for the second semester. Positions that become available after January 15 shall be posted for transfer to be effective for the following school year. Any teacher who possesses the appropriate certification may apply and be interviewed for any position posted for transfer.

The District has the right to employ long-term substitute teachers in any vacancy which occurs after January 15 of the current school year. Such placement shall not continue past the conclusion of the current school year.

- (2) Teachers currently working shall be afforded the opportunity to transfer to other work locations before the employment of new personnel.
- (3) If a laid off teacher on the recall list has the appropriate certification and is interested in a vacant position, such laid off teacher will be recalled for the remainder of the current semester and the teacher identified for transfer would then assume the vacant position the following semester.
- (4) In the Elementary, the initial transferee shall move no later than the end of the semester in which the vacancy occurs. Subsequent transferees shall move at the end of the school year.

For those transferees who assume the position at the end of the school year, they shall be considered in that position(s) without prejudice for all other provisions of the contract.

- (5) In all instances, if there is not a laid off teacher on the recall list with the appropriate certification the identified teacher for transfer shall assume the vacated position immediately.
- (6) An interview will be held between the teacher and the appropriate administrator and the administrator in charge of Personnel, if requested by either the administrator(s) or teacher(s). Included in the interview shall be a discussion of the factors listed in (7) below.

Article III

- (7) All of the following factors will be considered in voluntary transfers:
- (a) Training and qualifications of the teacher for the position.
 - (b) Certification
 - (c) Length and scope of experience(s) inside the District.
 - (d) Length and scope of experience(s) outside the District.
 - (e) Demonstrated ability to work with people, other staff, parents and children.
 - (f) Performance Evaluations.
- (8) The teacher will be informed as to approval or denial of his/her request within a reasonable time after the selection process has been completed. If his/her request is denied he/she shall have, upon request, the opportunity to discuss the matter with the administrator. After such discussion the teacher will, upon request, receive written reasons for the administrator's decision. It is understood that the reasons given shall be related to (B)(7) above.
- (9) A probationary teacher may not transfer during his/her probationary period except when approval is granted by the Assistant Superintendent for Administrative Services. The Assistant Superintendent for Administrative Services shall meet with the probationary teacher who wishes to be transferred in order to discuss the reasons for transfer. At this discussion the probationary teacher may, at his/her discretion, have a FEDERATION representative present.

(B) New Job Classifications Within the Bargaining Unit.

It is understood that all new job classifications which will be within the unit will be posted for at least (5) school days. Such posting will include the minimum qualifications and general duties established by the Superintendent. Teachers currently working will have a minimum of five (5) school days in which to submit an application for such new job classification. If the new job classification occurs when school is not in session, all teachers will be notified by first class mail and will then have ten days from the postal date in which to submit an application. If more than one candidate applies, a fair and reasonable interview will be granted to each applicant by the Superintendent or his/her designee, according to (B)(7) and (B)(8) above.

(D) Voluntary Exchange of Positions

- (1) It is agreed that any two (2) teachers may voluntarily exchange their positions in any two (2) different buildings for a period of more than one (1) week but in no event more than one (1) year, subject, however, to the approval of the Superintendent which shall be at his/her sole discretion.
- (2) It is agreed that any two (2) teachers may voluntarily exchange their positions in any two (2) different buildings for a period not to exceed one (1) week, subject, however, to the approval of the two (2) building administrators involved.
- (3) It is understood that when the time period in (1) and (2) above expires, the two (2) teachers involved shall return to their former positions.
- (4) It is agreed that when an exchange takes place, all requirements relative to teaching in areas in which a teacher is qualified shall be waived.
- (5) It is agreed that the exchange may become permanent if agreed to in writing by both teachers with approval of the Superintendent.

(E) Involuntary Transfer

- (1) Involuntary transfer shall mean the movement of a teacher from one building to another against his/her wishes because there is an excess of teachers resulting from the ratios and/or programs established by the BOARD. It shall also mean the movement of a classroom teacher to any other position within the unit other than the classroom teaching, or reverse against his/her wishes or regular education to special education or the reverse.
- (2) Elementary. When there is an excess of teachers in any elementary building, the building administrator will survey the staff to ascertain if any teacher is interested in a voluntary transfer.
 - (a) If there is no such transfer forthcoming, the Superintendent shall then arrange for an involuntary transfer.
 - (b) When determining which elementary teacher shall be first involuntarily transferred from the affected building, seniority shall be the deciding factor. In the event that teachers have equal seniority, building seniority shall be the deciding factor.

Article III

- (3) Middle School/High School. When there is an excess of teachers in the middle school or the high school, the building administrator will survey the affected staff to ascertain if a teacher is interested in a voluntary transfer.
 - (a) If there are no transfers forthcoming, the Superintendent shall then arrange for an involuntary transfer.
 - (b) When determining which teacher shall be first involuntarily transferred from the affected building, the deciding factor shall be seniority, provided the program from which the affected teacher was assigned can be maintained by a teacher from the projected building staff in accordance with bumping criteria listed in ARTICLE III, Section 14 (D)(2)(b). In the event a program cannot be maintained, then tests set forth above will be applied to the teacher with the next least amount of seniority.
 - (c) In the event that teachers have equal seniority, building seniority shall be the deciding factor.
 - (4) No involuntary transfer shall cause a teacher a loss of compensation. For the purpose of this provision, compensation shall mean base salary plus any differential paid under Appendix B of this Agreement, excluding additional compensation for counselors.
 - (5) Any teacher involuntarily transferred shall be given a written statement establishing a priority for him/her on any opening that may occur in the building, department, or grade level from which he/she has been transferred, providing that he/she qualifies for the position. It is understood that a teacher who accepts a voluntary transfer when it appears that an involuntary transfer may have to be effectuated in his/her building shall have the same rights as a teacher involuntarily transferred under this provision.
- (F) In the event the Board of Education decides to close a school, the Superintendent and/or his/her designee shall meet with the FEDERATION President within five (5) school days after the decision to close a school has been made, at which time the details of the school closing will be discussed. Such discussion shall include:
- (1) The name of the school(s) to be closed.
 - (2) The name of the school(s) to receive the reassigned students.

Article III

- (3) The number of classroom teaching assignments in the receiving school(s).
- (4) The establishment of a timeline to facilitate the transfer of teachers to the receiving school(s). It is understood that such timeline shall include the completion of the transfer procedure.

Teachers subject to involuntary transfer due to the closing of their school will be afforded the opportunity before any other transfers to move to the school(s) where students from the closed school(s) have been reassigned as long as there are sufficient positions available at the receiving school(s).

If the students are being reassigned to more than one building, teachers at the closed school(s) will be able to state a preference for the building to which they wish to be transferred. The preference will be considered according to ARTICLE III, Sec. 12 (B)(7).

(G) Superintendent-Initiated Transfer

- (1) A Superintendent-initiated transfer shall be made only for reasonable and just causes, and shall be limited to the following situations:
 - (a) Personnel incompatibility.
 - (b) Difficulties encountered in the performance of duties in his/her current position.
- (2) Such a transfer may be initiated only after the following procedures have been complied with by the Superintendent or his/her designee:
 - (a) Two (2) separate conferences shall be held with the involved teacher dealing with either (1)(a) or (1)(b) above.
 - (b) At the second conference, if the problem persists, the teacher shall have the specific problem identified in writing with specific suggestions made for its resolution. The teacher shall have an opportunity of no less than two (2) months in time to rectify the problem.
 - (c) If the problem still persists, the Superintendent or his/her designee shall review the involved teacher's attempts to rectify the problem and present the conclusions in writing to the involved teacher at a subsequent conference.

Article III

- (d) At any conference held in (a), (b) or (c) above the teacher shall be entitled to FEDERATION representation, if the teacher chooses to have it present.
 - (e) If after the above provisions have been complied with, and a Superintendent-initiated transfer is to take place, it shall only be when an appropriate position is vacant.
- (H) The parties mutually agree that the BOARD shall have the right to involuntarily transfer up to four (4) teachers per year for the purpose of maintaining or improving a program, but subject to the following conditions:
- (a) No teacher shall be subject to more than one such transfer under this provision or any similar memorandum.
 - (b) The Superintendent or his/her designee shall meet with the FEDERATION and teacher(s) involved and explain the reasons for the transfer.
 - (c) Teacher(s) shall return to their former position(s) no later than August 31 of the subsequent school year, if the affected teacher chooses.
- (I) Any teacher who assumes a temporary position in another bargaining unit within the District shall upon return to teacher status be restored to the same position (subject or grade level) in the same building which he/she occupied prior to accepting the temporary position.

Section 13. Promotion of Employees to Certain Administrative Positions.

- (A) At the beginning of each year the Superintendent shall inform the staff of the minimal qualifications necessary for the positions of Administrative Intern, Assistant Principal, and Principal.
- (B) Whenever there is an opening for one of the above positions, it shall be posted within the School District for no less than ten (10) school days and such posting shall include the minimum qualifications and general duties. A selection procedure, which is fair and reasonable, shall include an interview with the Superintendent and/or his/her designee(s), for each applicant from within the District.
- (C) If the BOARD decides to fill the vacancy which was posted in accordance with (B) above, it agrees to select the successful candidate from the names submitted to it by the Superintendent.

Article III

- (D) It is understood that the BOARD may fill any of the above vacancies on an interim basis not to exceed one semester. However, such position shall not be permanently filled until there is compliance with (B) above. The teacher will remain part of the FEDERATION bargaining unit, pay dues, and accrue seniority, but may not evaluate teachers.
- (E) No teacher shall be appointed to a full time Administrative Intern basis for more than one full school year.
- (F) A teacher leaving the FEDERATION unit to participate in the Administrative Internship Program will be awarded teaching seniority for that period after returning to a district teaching position for one year. While participating in the internship program, an individual will not be a member or pay dues to the teachers' bargaining unit.

Section 14. Layoff and Related Matters

- (A) The FEDERATION recognizes the BOARD'S responsibility to operate the School District effectively and efficiently within the bounds of certain financial and legal restraints and the BOARD'S legal charge to adopt, maintain, and modify programs and to determine the number of staff needed for such programs.
- (B) If the BOARD enters into vocational education consortium it may not directly result in the layoff of any presently employed teacher. However, this provision is not intended to prevent the BOARD from reducing a school's staff due to declining enrollment or budgetary limitations.
- (C) Prior to finalizing the reduction of staff, the Superintendent or his/her designee, will meet with the FEDERATION to explain and discuss the proposed reduction. The following information will be provided by the Superintendent:
 - (1) A seniority list (by rank order).
 - (2) Tentative information on attrition.
 - (3) Tentative information on certification.
 - (4) Tentative information on staff allocation.
- (D) In reducing the staff through the layoff of teachers, the Superintendent or his/her designee, shall meet with the FEDERATION to identify affected teachers in accordance with the following procedures.

Article III

- (1) The following classifications shall be established:
 - (a) Grades Preschool through 5
 - (b) Middle Grades 6
 - (c) Middle School Grades 7-8
 - (d) Secondary Grades 9-12
 - (e) Special Areas K-12 as defined below:
 - (1) Art
 - (2) Instrumental Music
 - (3) Vocal Music
 - (4) Physical Education
 - (5) Counseling
 - (6) Library
 - (7) Special Education

- (2) Any reduction of staff made in the above classifications will be accomplished by laying off the teacher with the least seniority provided that in-district staff can maintain the program.
 - (a) The teacher with the least amount of seniority within a classification will be identified for layoff.

 - (b) The identified teacher may exercise his/her right to bump the lowest seniority teacher in another classification as follows:
 - (1) Classification (a): if he/she is certified at least K-5
 - (2) Classification (b): if he/she is certified at least K-8 all
 - (3) Classification (c): if he/she is certified at least 7-8 all and meets North Central Accreditation standards for that subject matter. For employees hired prior to September 1, 1994, two years from the date of actual assignments will be provided to the teacher to meet North Central standards.

 - (4) Classification (d): if he/she is certified at least 9-12 and has a major or minor in the subject area and meets North Central Accreditation standards for that subject matter. One year from the date of assignment will be provided to the teacher to meet North Central standards only.

 - (5) Classification (e): if he/she is certified and has a specific certification endorsement in the special area.

Article III

- (c) A teacher may bump a teacher with less seniority if he/she is certified to teach half or more of the lesser seniority teacher's schedule provided another on staff teacher has the appropriate certification/endorsement to teach the remainder of the less senior teacher's schedule and there would be no curtailment of program(s).
 - (d) In the event teachers have equal seniority, the BOARD shall identify the teacher whose subsequent bumping will proceed to the least senior teacher. If after bumpings are plotted a tie exists, the BOARD will decide which teacher is identified for layoff.
- (3) Any teacher who is identified and unable to bump another teacher shall be laid off.
 - (4) Except when it is not possible, each teacher to be laid off will be given at least sixty (60) day's written notice.
 - (5) If new positions are established by the BOARD, the BOARD and the FEDERATION will meet to negotiate on the appropriate classifications for these positions.
- (E) The total number of layoffs shall not exceed the projected number of positions which are to be eliminated.
 - (F) At the time a teacher is notified that he/she is to be laid off, the BOARD shall advise him/her of recall and information rights. At the teacher's request the BOARD shall supply information which will help such teacher to qualify himself in another teaching area.
 - (G) The BOARD shall notify surrounding districts of the layoff and that affected teachers are available for employment.
 - (H) When openings occur after the last day of the current school year, teachers who have been laid off and teachers on leave of absence who have requested to return to the District and whose term of leave has expired, shall be reemployed in order of seniority, provided that they meet the employment requirements of (D)(2)(b) of this provision.
- (1) The BOARD shall notify at the same time all teachers on the layoff list of any opening(s) available for recall. Such notification shall be by certified mail and sent to the last known address supplied by the teacher. Each teacher on the layoff list shall respond within ten (10) days from the date of postmarking, on

Article III

the response form provided, indicating he/she is interested in the opening, or he/she is not interested in the opening, or that he/she wishes at that time to voluntarily resign from the Lake Shore Public Schools, and/or he/she is not certified for the opening(s).

- (2) Any teacher declining three (3) consecutive recall notices to positions for which he/she is certified shall be considered as having abandoned all employment and recall rights. Any teacher currently on the recall list who has declined three (3) recalls will be afforded one (1) additional recall opportunity.
 - (3) It is understood that the most senior teacher accepting recall from the notice in #1 above shall be notified by the Personnel Office in person, by phone, or by certified mail that he/she in fact is the teacher recalled, and further, that he/she shall have seventeen (17) days from date of that notice to make himself available for duty within the District.
- (I) The BOARD agrees to retrain any teacher who is identified for layoff or whose seniority date is within two years of the highest seniority person identified for layoff. Such retraining will consist of paying tuition at the current reimbursement rate and books up to \$125 for a period not to exceed one year.
- (1) The purpose of such retraining is to enable teachers to meet the employment requirements of (D)(2)(b) of this provision. Laid off teachers who obtain another teaching position do not qualify for tuition payments under this provision.
 - (2) Initial tuition payment will be made upon the affected teacher presenting evidence that he/she has enrolled in retraining courses. Payments for courses taken at a later date will be made upon submission of evidence of successful completion of prior courses and enrollment in additional retraining courses. Payment for books will be made upon presentation of receipts.
 - (3) Monies expended under this provision will not be deducted from the tuition reimbursement provision of this Agreement. However, if a laid off teacher has received compensation for retraining under this provision and is recalled prior to suffering any loss of wages, such amount of retraining compensation, excluding books, will be deducted from the total amount of money allocated for tuition reimbursement in ARTICLE VI, Section 3.
- (J) The FEDERATION President will be the last teacher to be laid off.

Article III

- (K) In those instances where the BOARD cannot adopt, maintain and modify programs because of a layoff of teachers, the BOARD may transfer teachers in accordance with the following procedure which shall constitute an exception to the transfer provisions as set forth in ARTICLE III, Section 12, of this Agreement.
- (1) If the BOARD initiates a transfer it shall transfer the lowest seniority teacher who meets the requirements set forth in (D)(2)(b) of this section to the building where the program is to be adopted, maintained, or modified.
 - (2) If it is necessary to initiate other transfers to fill the position of a teacher transferred under (1) above it shall be accomplished in each instance by transferring the teacher with the least seniority who meets the employment requirements set forth in (D)(2)(b) of this section. The number of such transfers shall be held to the minimum necessary to accomplish the purposes of this provision.
- (L) If it is not possible to staff programs adopted, maintained, or modified by the BOARD through the transfer of teachers and after application of ARTICLE VI, Section 3(e), the Board may require teachers to undergo additional training in order to become certified for such programs. The selection of such teachers will be made in accordance with the following procedures. The teachers affected by the planned changes shall remain in a teaching position until the additional training has been completed.
- (1) Those teachers who can become certified for a program by acquiring twelve (12) or less semester hours will be identified.
 - (2) From among those teachers identified the one(s) with the least seniority shall be selected for additional training.
 - (3) The BOARD'S expense under this provision shall consist of tuition, books, and mileage for teachers required to undergo additional training.
 - (4) The BOARD and the FEDERATION agree to study the problem of long term retraining (where it would take more than twelve (12) semester hours in order to become certified for a program).
- (M) In a year when teachers are laid off no additional layoffs shall occur because of the adoption of new programs.
- (N) The BOARD shall notify all teachers, including those on layoff, of new programs planned by the BOARD. Such notice shall be given when new programs are in the planning stage.

Article III

- (O) The Superintendent shall provide the FEDERATION with an annual student enrollment projection by level at that time of the year when it provides such information to the BOARD. Current enrollment figures shall also be provided at the same time.
- (P) No teacher during any twelve (12) consecutive months shall receive compensation from the BOARD plus unemployment compensation in a total amount exceeding what the teacher would have received had the teacher been employed full time under this Agreement by the BOARD. In the event a teacher receives such excess amount, the teacher's salary for the school year in which he/she is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this agreement.

Section 15. Seniority

Seniority shall mean the total years of service within the District computed from the first day the teacher reported for work. It is understood that professional, sabbatical, military leave, or union leave shall not be considered as an interruption of years of service. All other leaves shall not count as years of service unless otherwise specified in the Master Contract.

Section 16. The Return of a Resigned Teacher

Any teacher who has left the bargaining unit by resignation from the District may, upon return, be granted credit on the then existing salary schedule for his/her previous experience within the District and in addition, that portion of the teacher's former sick leave bank (prior to 1970-71 school year) which was not compensated by severance pay when the teacher left the District, shall be restored. It is understood that such teacher shall not regain his/her previously acquired seniority as it pertains to ARTICLE III, Section 15.

Section 17. Health and Safety

It shall be the right and obligation of each teacher to report any condition within the assigned teaching facility that he/she or she considers to be a threat to human health or safety. The report shall be made to the designated principal in writing. The principal shall subsequently respond to the teacher's report as to the District's intended action.

Section 18. Filling of Vacancies

- (A) All positions which become vacant shall be filled in the following order:
- (1) Teacher returning from leave that requires reinstatement to former position.
 - (2) Teacher involuntarily transferred (see Article III, Section 12(E)(5)).
 - (3) Voluntary transfer.
 - (4) Teacher returning from leave that does not require reinstatement to former position.
 - (5) Recall of laid off teacher.
 - (6) New hire.

ARTICLE IV - SCHOOL CALENDAR, HOURS OF EMPLOYMENT, AND RELATED MATTERS

Section 1. School Calendar

- (A) The school calendar shall be as provided in Appendix A of this Agreement.
- (B) First Semester Record Day
- (1) Elementary teachers shall be required to mark only the following records:
 - (a) Form CA60 (or alternate form) including grades, test scores and report cards.
 - (b) Incidental miscellaneous and health records.
 - (2) All teachers shall have until the close of the work day on such record days to complete marking of report cards and records.
 - (3) No teacher shall be assigned to other duties on such record day nor shall any teacher be required to attend a meeting for more than thirty (30) minutes on such day.

(C) Second Semester

- (1) In the middle school or high school, teachers shall not be required to have report cards and records completed until the close of the work day on the last record day.
- (2) In the elementary schools, teachers shall have report cards and all other records completed by the close of their last work day.

- (D) In the event that teachers are required to work more than the total number of contracted days, because District buildings were closed due to inclement weather or other emergencies, they will be paid on a per diem basis for any extra days worked.

Section 2. Length of Day and Class Load

It is recognized by the parties that daily preparation for effective teaching, correcting papers, recording grades, and attending school-related activities requires many hours outside of the classroom and adds to the professional responsibilities of each teacher. Keeping the dimension of such outside professional responsibilities in mind, the parties agree that the in-school responsibilities for teachers shall be as follows:

(A) Elementary Schools

- (1) Beginning with the 1999/2000 school year the teacher's work day shall be six (6) hours and forty (40) minutes exclusive of the lunch period. Beginning with the 2000/01 school year the teacher's work day shall be six (6) hours and forty-five (45) minutes exclusive of the lunch period.
- (2) Each teacher shall be provided a duty free lunch period equal in length to the lunch period of students. However, in order to ensure the proper supervision and safety of students it is understood that each teacher will remain at his/her place of assignment until it is cleared and shall be back at his/her place of assignment when the admittance bell rings, or five minutes before the tardy bell, whichever is shorter.
- (3) Each teacher shall be in his/her building prior to the start of his/her assignment and, in order to ensure the proper supervision and safety of students, shall be at his/her place of assignment when the admittance bell rings. Each teacher shall remain in his/her building after the completion of his/her assignment.

Article IV

- (4) In 1999/2000, each teacher shall have a minimum average of sixty-eight (68) minutes in one semester and sixty-five (65) minutes in the other semester of unassigned time per day for each five (5) day week. In 2000/01, each teacher shall have a minimum average of sixty-five (65) minutes of unassigned time per day for each five (5) day week. Unassigned time is defined as teacher arrival to admittance bell, recess, student dismissal to end of day for teachers, and released time for special classes.
- (5) Beginning with the 1999/2000 school year the teacher's average instructional day shall be five (5) hours and twenty-seven (27) minutes for each day for a five day week. Beginning with the 2000/01 school year the teacher's average instructional day shall be five (5) hours and thirty-five (35) minutes for each day for a five day week.
- (6) No elementary teacher shall be required to stand recess duty.
- (7) If an elementary teacher's class is attending a special instruction class, such teachers shall be on unassigned time.
 - (a) Each elementary teacher shall have the primary responsibility for the educational program of his/her class. Elementary teachers and teacher specialists will cooperatively plan for the teaching and utilization of necessary skills and activities to be taught.
 - (b) It is understood that each classroom teacher is expected to be familiar with the activities and techniques used by the special teacher so that such activities may be continued and reinforced by the classroom teacher.
 - (c) The classroom teacher is expected to return to the classroom prior to the end of the instructional activity.
 - (d) It is understood that the addition of elementary (1-5) special classes will not increase the total length of the teacher's instructional time each week. It is further understood that the special teachers' unassigned time will be comparable to that received by regular elementary classroom teachers.
- (8) Beginning with the 1999/00 school year each kindergarten teacher shall have no more than two (2) classes each of which shall be no more than three (3) hours and zero (0) minutes in length. Beginning with the 2000/01 school year the kindergarten class shall each be no more than three (3)

Article IV

hours and five (5) minutes in length. It is understood that during the time a kindergarten teacher is not assigned to classes, excluding lunch time, he/she shall be on unassigned time.

- (9) Kindergarten Testing/Screening: In the event that teachers are required to test and/or screen kindergarten students beyond the normal work year, they shall be compensated at their daily rate of pay for any additional days worked.
- (B) Middle School. Beginning in the 1999/2000 school year, the teacher's day shall be six (6) hours and forty (40) minutes, excluding the time set aside for a duty free lunch. Each teacher shall have six (6) assigned periods each school day, one of which shall be at least forty (40) minutes long and shall be designated for team planning. Each teacher shall have an advisory period of no more than twenty-five (25) minutes and one unassigned period of forty-five (45) minutes duration. It is understood that each teacher shall be in his/her building at least ten (10) minutes prior to the start of his/her assignment and, in order to ensure the proper supervision and safety of students, shall be at his/her place of assignment at least five (5) minutes prior to the start of such assignment. Each teacher shall remain in the building at least fifteen (15) minutes after the completion of his/her assignment.

Beginning in the 2000/01 school year, the teacher's day shall be six (6) hours and forty-five (45) minutes excluding time set aside for duty free lunch. The team planning period shall be forty-five (45) minutes in length.

- (C) Senior High School. In 1999/2000 the teacher's day shall be six (6) hours and forty-eight (48) minutes, excluding the time set aside for a duty free lunch. Each teacher shall have five (5) assigned periods each school day and one (1) unassigned period of at least fifty-five (55) minutes duration. It is understood that each teacher shall be in his/her building at least fifteen (15) minutes prior to the start of his/her assignment and, in order to ensure the proper supervision and safety of students, shall be at his/her place of assignment at least five (5) minutes prior to the start of such assignment. Each teacher shall remain in the building at least fifteen (15) minutes after the completion of his/her assignment.

Beginning in 2000/01 the teacher's day shall be six (6) hours and fifty (50) minutes excluding time set aside for duty free lunch. Each teacher shall have six (6) assigned periods each school day and one (1) unassigned period of at least the equivalent minutes as the assigned periods. One assigned period shall be designated by the district as an enrichment and facilitation period for the purpose of providing opportunities that will improve achievement. The enrichment and facilitation period assignments shall be made by the principal after collaboration

Article IV

and input form each academy. It is understood that each teacher shall be in his/her building at least thirteen (13) minutes prior to the start of his/her assignment and, in his/her place of assignment at least five (5) minutes prior to the start of such assignment. Each teacher shall remain in the building at least fifteen (15) minutes after the completion of his/her assignment.

- (D) **Special Teachers.** Special teachers who are assigned to a building on a full time basis shall have a work day and lunch period which corresponds to the building to which they are assigned. Special teachers who are not assigned to a building on a full time basis shall have a work day and lunch period which corresponds to the level (elementary, middle school, or high school) to which they are assigned for most of their time.
- (E) **Lunch Hour for Middle School and High School Teachers.** Each teacher shall be provided a duty free lunch period equal in length to the lunch period of students. However, in order to ensure the proper supervision and safety of students it is understood that each teacher will remain at his/her place of assignment until it is cleared and shall be at or moving to his/her place of assignment at least five (5) minutes before the start of such assignment.
- (F) **Leaving Building During Unassigned Period.** It is understood that no teacher shall leave his/her building during unassigned time except when it is necessary and prior approval has been secured from the administrator. However, if the administrator is not available, such teacher shall leave notice of his/her whereabouts and the nature of his/her business with the school office.
- (G) **Teaching an Extra Class in an Emergency Situation.** A middle school or high school teacher who assumes an extra class in an emergency situation, not to exceed one semester, shall be paid 1/6 of his/her daily rate of pay for each contract day or the per period substitute rate, whichever is greater.
- (H) **Waiver of Unassigned Time.** It is understood that the provision for unassigned time shall not apply whenever school is not in session for students. It is further understood that should a teacher lose his/her unassigned time because of his/her required attendance at an assembly such teacher shall be paid at the per period substitute rate established under this Agreement.

Due to the unique job duties of counselors, librarians, social workers, psychologists, speech therapists and other teachers assigned to non-classroom responsibilities, the provision for unassigned time will not apply to teachers in these positions.

Article IV

- (I) Use of Unassigned Time. The unassigned period is a part of the regular in-school responsibility of teachers and shall be utilized in lesson preparation, counseling students, conferring with parents and/or other school personnel, correcting papers, and other professional responsibilities consistent with the principles and requirements set forth in Appendix E of this Agreement.
- (1) It shall be the responsibility of each teacher to inform parents of a student's unsatisfactory work during the course of a marking period. Moreover, each teacher shall inform parents of any misconduct which may affect a student's grades or form the basis for any type of discipline by the appropriate school administrators.
- (J) School Improvement: Teachers will meet a maximum of 900 minutes per school year for the express purpose of school improvement planning. The length, dates and times of the meetings will be determined by the Building School Improvement Team.

Section 3. General Staff Meetings

- (A) Teachers shall not be required to attend more than nine (9) general staff meetings during the school year. Such meetings shall take place after working hours and normally will not exceed one hour in length. Adequate notification with agendas will be provided.
- (B) It is further understood that not fewer than one-fifth of the teaching staff may call for a meeting of the building's teachers at any time during the school year and when such call is made, the principal shall schedule such a meeting, after the working hours of teachers.

Section 4. Teacher's Equipment

- (A) Each teacher shall be properly equipped, and within a reasonable time, with the necessary supplies and materials to carry out the assignment, provided that the BOARD has such supplies and materials on hand.
- (B) Each building shall be equipped with one or more duplicating and photo-copying machines which will be adequate to meet the need of the building's teachers under normal circumstances and be made available to them. In addition, each building shall keep on hand a constant supply of ditto masters, paper and other duplicating supplies which are needed for and are to be used in the teacher's work assignment. Each building shall have one or more telephones which will be adequate to meet

Article IV

the needs of the building's teachers and to be used primarily for school business. One phone shall be located in the teacher's lounge or an office accessible to teachers during the entire school day. No teacher shall make a long distance call without securing prior approval of the administrator.

- (C) Implementation of (B) is dependent upon the amount of paper the District is able to purchase (market availability). If it is necessary to allocate paper to or within a building, the BOARD will meet with the FEDERATION to explain the nature and extent of the problem.
- (D) Each teacher shall receive an individual amount of \$25.00 from his/her building's allocated instructional budget to be used by him/her for the purchase of specific classroom supplies necessary in his/her work assignment. Such allowance shall be allocated on a school year basis but subject to those limitations that may be imposed by the Business Office. Any \$25.00 allocation not claimed by a teacher on or before the commencement of the second semester shall be forfeited. Funds so forfeited shall be available to other teachers on a first come, first served basis.

Section 5. Teacher Access to Work Stations

A teacher, in order to further his/her service to the District in a manner consistent with the BOARD'S Building Use Policy, shall be provided access to his/her work station during normal working hours in a way which will permit him/her to carry out normal work assignment. It is understood that a teacher will be granted access to his/her work station outside normal working hours only for school related activities and only with the written permission of the building principal, the Superintendent, or his/her designee. The administrator shall decide if permission shall be granted.

Section 6. Storage Areas for Special Teachers

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

Section 7. Interruption of Classes

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

Section 8. Counselors

Any teacher employed by the BOARD as a guidance counselor must have a specific endorsement in that area for the grade levels served in accordance with the provisions of the State Certification Office of the Michigan Department of Education. In addition, the following conditions shall apply:

- (A) Anyone appointed as a guidance counselor for the first time in the District, commencing with the 1986-87 school year, shall initially be appointed for a two (2) year term. Successive terms of appointment will be for four (4) years. Where possible, posting and appointments will be made just prior to the start of the second semester of any school year. All appointments will be made by a central office screening committee. The voluntary transfer provision of this Agreement will apply as to the interview and factors to be considered by the central office screening committee. (ARTICLE III, Section 12(B), (7), (8)).
- (B) It is understood that counselors' work load is uniquely different from that of a teacher and thus they may be expected to provide their services, on occasion, before or after the normal school day.
- (C) Counselors shall be paid their daily rate of pay for additional days worked during the summer. The additional days worked shall be scheduled by the building principal by May 1st, after first consulting with the counselors involved, and shall include no days during the month of July unless the counselor agrees.
- (D) The BOARD agrees to maintain counselors at the High School at the current North Central ratio of 1 to 450.
- (E) A counselor's duties shall be formulated by the BOARD consistent with sound educational practices and after input from the counselors, but shall not include responsibilities for direct discipline of students or clerical duties of other than an incidental nature.
- (F) Counselors with teaching duties:
 - 1. Those counselors teaching part-time shall not teach those students that they counsel unless counselor agrees.
 - 2. Those counselors who teach part-time shall be entitled to a necessary amount of unassigned time.

Article IV

3. Those counselors teaching part-time shall not be placed in the building subbing rotation.
4. All counselors will be assigned part-time or all counselors will be assigned full-time.

Section 9. Half-Time Teaching Teams

The Superintendent will consider teachers for shared half-time assignments up to a limit of five (5) teams in any one school year. However, the Superintendent at his/her sole discretion may exceed that number.

- (A) To be considered for a half-time teaching position, a teacher must join with one other teacher currently working in the School District and not subject to layoff and submit an application and plan for working together to the Superintendent or his/her designee. The plan should include:
 - (1) The names of teachers who will be members of the team, along with their current assignments and certification.
 - (2) The specific times each teacher proposes to work.
 - (3) The proposed curriculum outline which will be utilized.
 - (4) The time joint planning sessions will occur.Both teachers will fulfill all obligations for P.T. conferences, open house, and any other after-school obligations as specified in the Master Contract.
- (B) Applications and plans must be submitted to the Superintendent for approval no later than the last work day of the first semester. The Superintendent or his/her designee will hold a meeting with each team to clarify the plan submitted and at that time he/she may request additional information. The Superintendent will make a decision on such application and plan by March 15.
- (C) It is further understood that participating teachers shall accrue full seniority and credit on the salary schedule.
- (D) It is further understood that it will be the responsibility of each teacher to be informed of any effect of this assignment on their retirement or unemployment benefits.

Section 10. Establishment and Maintenance of Facilities

- (A) All working stations and lounge areas shall be maintained in a manner consistent with the standard of cleanliness established by the BOARD.
- (B) The BOARD shall also provide, within a reasonable time and subject to its budgetary limitations, working stations which are of adequate size and are adequately equipped, heated, and ventilated for the number of students assigned thereto.
- (C) The BOARD will, subject to its financial limitations, promptly repair broken equipment that is integral to classroom instruction.

Section 11. Faculty Parking

The BOARD shall attempt, subject to its budgetary limitations, to provide adequate and secure parking facilities at all schools which are reasonably free from hazards.

Section 12. Attendance at Educational Planning and Placement Committees

In those instances where he/she deems it necessary, the building principal shall provide a teacher with released time for the purpose of attending meetings of the Individual Educational Plan (I.E.P.) committee or Section 504 staffing. It is understood teachers required to attend these meetings will be provided time for full input into such meetings.

Section 13. Confidential Information

Because teachers are in constant receipt of confidential information regarding each student's family background, personal problems and school performance, the parties mutually agree that such information shall always be handled in a responsible manner and released only to authorized personnel.

ARTICLE V - SCHOOL PROGRAM MATTERS

Section 1. Class Size

- (A) High School
 - (1) No teacher of an academic class shall be responsible for teaching more than 150 students per day and no single classes shall exceed 30 students except as provided in (F) below.

Article V

- (2) Except as provided in (F) below, special classes shall have the following maximum number of pupils:

Physical Education	40
Industrial and Vocational Education	25
Art	25
Band	75
Vocal Music	60
Business Education	30

- (a) Vocational classes will be defined as a class currently approved for "added cost" funding by the Michigan Department of Education.

- (3) The Board shall schedule a lifeguard in addition to the classroom teacher, for every swimming class.

(B) Middle School

- (1) No teacher of an academic class shall be responsible for teaching more than 180 students per day and no single class shall exceed 30 students except as provided in (F) below.

- (2) Except as provided in (F) below, special classes shall have the following maximum number of students:

Physical Education	40
Industrial Education	25
Art	25
Band	65
Vocal Music	55
Home Economics	25

(C) Elementary Schools

- (1) No kindergarten or first grade class shall exceed 28 students except as provided in (F) below.

- (2) No elementary class, grades 2-5, shall exceed thirty (30) students except as provided in (F) below.

- (3) The BOARD agrees to ask for voluntary student transfers in the elementary sections which exceed 28 students in the kindergarten or first grade and 30 students in grades 2-5.

(D) Special Education

- (1) Special education students "mainstreamed" into general education classes will be counted for the purposes of determining class sizes according to the following formula:

$$\begin{aligned} 0 \text{ to } .5 &= 5 \text{ FTE} \\ .5 + &= 1.0 \text{ FTE} \end{aligned}$$

- (2) Special education students will be distributed equally among the classes, wherever possible.

- (E) When a teacher is assigned to an academic class or classes which exceed the limitations set forth in (A) and (B) above, the teacher may meet with the administrator to discuss the reasons for such excess. After such discussion the administrator, at the request of the teacher, will place the reasons in writing.

- (E) If equalization of class size does not bring class sizes within the limitations set forth in 1(A), (B) and (C) above, the District shall provide additional compensation to the teacher of the class to the extent the overage exceeds 20 school days in a semester.

- (1) Elementary \$200 per semester – 1 student over
 \$425 per semester – 2 students over
 \$700 per semester – 3 students over
 \$1,000 per semester – 4 students over

In lieu of compensation, a teacher at the elementary level may opt for an aide as follows:

3 students above limit	Aide 1 hour per day
4 students above limit	Aide 1.5 hours per day

To the extent that elementary levels exceed four (4) over the class size limit, the following compensation and supplemental aide formula shall be followed:

- 5 students: \$1,325/semester + 1 hour aide per day
6 students: \$1,675/semester + 2 hour aide per day
7 students: \$2,050/semester + 3 hour aide per day
8 students: \$2,450/semester + 4 hour aide per day
9 students: \$2,875/semester + Full time aide

Article V

- (2) Middle School \$33 per semester per period - 1 student over
 \$71 per semester per period - 2 students over
 \$117 per semester per period - 3 students over
 \$158 per semester per period - 4 students over

Classes of a group performing nature shall be compensated as follows:

- 1-3 students over limit: \$33 per semester per period
- 4-6 students over limit: \$71 per semester per period
- 7-9 students over limit: \$117 per semester per period
- 10-12 students over limit: \$158 per semester per period

- (3) High School \$40 per semester per period - 1 student over
 \$85 per semester per period - 2 students over
 \$140 per semester per period - 3 students over
 \$200 per semester per period - 4 students over

Classes of a group performing nature shall be compensated as follows:

- 1-3 students over limit: \$40 per semester per period
- 4-6 students over limit: \$85 per semester per period
- 7-9 students over limit: \$140 per semester per period
- 10-12 students over limit: \$200 per semester per period

- (4) At the High School and Middle School levels, for each student overage in excess of four (4) (or 12 for classes of a group performing nature), the per semester rate at the four (4) person level shall be doubled (i.e., the High School rate for 5 students in excess of the class size limit shall be \$400 per semester; 6 students, \$800 per semester; 7 students, \$1,600 per semester, etc.).

(G) Equalization of Class Size

(1) Elementary

During the first five (5) days of the school year classes of the same elementary grade level(s) within a building shall be made equal to the extent possible. New enrollments as they arrive will be distributed among the classes as not to imbalance class size. Disruptive or certified handicapped students will not be moved pursuant to this provision (G,1). The placement of such students will be made cooperatively with the building principal and the teachers at the affected grade level.

(2) Middle School/High School

During the first five (5) days of classes, or during the first five (5) days of classes not commencing at the start of the school year, the BOARD shall equalize like classes scheduled during the same period to the extent possible and consistent with sound educational practices. New enrollments will be distributed to the extent possible and consistent with sound educational practices so as not to imbalance class size.

(H) Elementary Split Classes

- (1) Whenever a teacher is assigned to teach an elementary self-contained class composed of students from two consecutive grade levels, the number of students in that class shall be limited to 25 unless each full section at the two consecutive grades exceed the class size numbers listed in C (1) and (2), by four (4) students each at which time the affected classes shall be equalized according to the schedule listed below. It is agreed that the equalization shall take place during the first five (5) days of the school year. It is further agreed that if in the event that a split class is affected by equalization that equalized number becomes the class size standard for that split class for that school year.

Equalization Schedule

Full Classes 1st Grade	Full Classes 2-5 Grades	Split Classes 1-5 Grades
28	30	25
30	31	25
31	32	25
32	33	25
33	34	28
34	35	29
35	36	30
36	37	31

- (2) Placement of Students in split classes will be done in accordance with ARTICLE V, Section 5 of this Collective Bargaining Agreement.

(I) Class Size Review

The BOARD will provide the FEDERATION with all available class size information at least one week prior to the start of the school year. At the request of the FEDERATION a meeting will be held with the Superintendent or his/her designee to discuss steps that may be taken to modify, reduce or eliminate problems.

(J) Academic shall mean all subjects of instruction except those which of necessity or by educational practices are normally of a group performing nature.

Section 2. Curriculum Committees

It is agreed that it is the legal responsibility of the BOARD to determine courses of study. However, the BOARD recognizes that the training, experience, and professional competency of the teaching staff makes such staff an invaluable resource which should be utilized in developing such courses of study. With this end in mind it is agreed that:

(A) Any District-wide or multi-building curriculum committees which are created will be given a clear and specific charge by the Superintendent or his/her designee. Moreover, the subject matter to be studied shall be limited to one specific area unless it is necessary to include other areas in order to comply with the specific charge. It is understood that when such committees complete their specific charge they shall no longer exist.

(1) When a Curriculum Committee is created by the Superintendent or his/her designee the FEDERATION will be given a copy of the clear and specific charge and shall appoint three-fourths (3/4) of the teacher representatives on such Committee. Such appointees shall be from the area under study or have expertise in such area. It is understood that the Committee, for good cause, may request the Superintendent to broaden or limit the scope of the clear and specific charge.

(2) When such Committee completes its specific charge it shall provide the Superintendent with a written report on the subject matter studied. Such report may include recommendations, provided that they are within the specific charge.

(3) Prior to recommending a curriculum change to the Superintendent, the Committee shall afford teachers from the area under study an opportunity to submit recommendations to the Committee.

Section 3. Educational Committees of the State Board of Education and the Intermediate School District

The BOARD may allow teachers to serve on educational committees created by the State Board of Education and the Intermediate School District without loss of pay or charge to their sick and personal leave days.

Section 4. Parent-Teacher Conferences and Open House

(A) Dates of Parent-Teacher Conferences.

- (1) Conferences shall be scheduled during the first or second week following the end of the first marking period of each semester.
 - (a) Elementary – Two (2) afternoon and two (2) evening session per semester.
 - (b) Middle School -- Two (2) afternoon and one (1) evening session per semester.
 - (c) High School -- One (1) afternoon and one (1) evening session per semester.
- (2) No evening conferences are to be scheduled on Friday.
- (3) Teachers shall be supplied with the yearly schedule of conference dates no later than Friday of the second week of classes during September of each school year.
- (4) Each teacher participating in the evening conferences shall receive released time on the Wednesday before Thanksgiving and Thursday before Easter.

For the purpose of released time, student dismissal time shall be the same dismissal time as that used in their respective buildings on parent-teacher conference days. Teachers shall be permitted to leave their buildings after their assignment responsibilities are completed.

- (5) Each school staff, in collaboration with the principal, may decide by simple majority vote to change the conference dates.

(B) Elementary Parent-Teacher Conferences.

- (1) At times when parent-teacher conferences are scheduled during the school day, students will be dismissed for the last four (4) hours of the normal

Article V

school day. Teachers will be provided with a one (1) hour lunch period and the last three (3) hours will be reserved for parent-teacher conferences.

- (2) Each teacher whose responsibility includes elementary students (K-5) shall participate in the evening conferences which shall be two (2) hours in length.
 - (3) If necessary to ensure that Kindergarten students meet the state requirements of instruction, the DISTRICT shall provide substitute teachers for Kindergarten teachers.
 - (4) No teacher shall be required to hold more than eight (8) conferences of twenty (20) minutes duration each at any morning or afternoon session and no more than six (6) conferences of twenty (20) minutes duration at any evening session. In the event a parent cannot be scheduled within the time period allotted for conferences because of the above limitations, the BOARD shall provide released time to enable the teacher to confer with such parent. If an additional evening of conferences is needed, the teacher(s) affected will receive comparable released time. The date of such released time shall be arranged between the teacher(s) involved and the building administrator.
 - (5) In the event a parent cannot attend a conference in accordance with the conference schedule, the involved teacher shall make every reasonable effort to meet with the parent at another time.
 - (6) When a K-5 teacher completes all scheduled conferences, his/her work assignment for that morning, afternoon, or evening will be considered fulfilled provided he/she has had prior approval of the conference schedule from the building principal.
 - (7) Written reports to parents are to be limited to four for the year; two of these are to be given in conjunction with parent-teacher conferences. Kindergarten children shall continue to receive a general progress report at the end of the first semester and a narrative report at the end of the school year.
- (C) Middle School Conferences.
- (1) At times when parent-teacher conferences are scheduled during the day, students will be dismissed at the end of their scheduled half-day class period, teachers will have a lunch period and conferences shall begin at the end of the teachers' lunch period and last three (3) hours.

Article V

- (2) Each teacher whose responsibility includes middle school students (6-8) shall participate in the evening conference session which shall be no longer than three (3) hours.
 - (3) In the event a parent cannot attend or meet with the teacher and such parent desires a conference, the involved teacher shall make every reasonable effort to meet with the parent another time.
- (D) High School Parent-Teacher Conferences.
- (1) At times when parent-teacher conferences are scheduled during the day, students will be dismissed at the end of their scheduled half-day class period, teachers will have a lunch period and conferences shall begin at the end of the teachers' lunch period and last three (3) hours.
 - (2) Each teacher whose responsibility includes high school students (9-12) shall participate in the evening conference session which shall be no longer than three (3) hours.
 - (3) In the event a parent cannot attend or meet with the teacher and such parent desires a conference, the involved teacher shall make every reasonable effort to meet with the parent another time.
- (E) Open House.
- (1) Each K-12 building shall have an open house annually and each teacher shall be required to attend such open house which shall not exceed (2) hours in length.
 - (2) The building principal shall solicit recommendations from the teachers in his/her building as to the nature and date of the open house.
- (F) After School and Evening Assignments.

Each full time teacher's professional responsibilities shall include attendance at two (2) after-school or evening assignments. The general but not exclusive nature of these assignments will be to involve staff with the community, parental organizations, and student-related activities, and by so doing improve relations between the Lake Shore School District, its students, and community.

Article V

- (1) The building principal shall solicit recommendations from the teachers in his/her building prior to scheduling such assignments.
- (2) Such assignments shall not include any assignments for which additional compensation is paid for or for which attendance is required under any other provision of this Agreement.
- (3) It is agreed that the BOARD, at its discretion, may change the nature of the assignments from mandatory attendance to voluntary attendance.

Section 5. Elementary Pupil Placement

- (A) The parties mutually recognize that there are many factors to be considered when deciding placement of an elementary pupil. Such factors include chronological age, school achievement, specific learning deficits and strengths, peer and sibling relations, parental concerns and desires, physical conditions as well as many others.
- (B) Class assignments of elementary pupils for the following school year shall be determined at some time before the close of the current school year. Recommendations as to such determination shall be made at a conference among the receiving and promoting teacher(s).
- (D) Should a question arise regarding the placement of a specific student, the administrator shall discuss the reasons for such placement with the involved teacher. After the discussion, the administrator, at the request of the teacher, will place the reasons for his/her decision in writing. It is understood that this provision is not subject to the grievance procedure.

Section 6. Accompanists for Music Teachers

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

Section 7. Curriculum Change Within a Building

Before a proposed change in the instructional program is implemented within a building, the building administrator shall notify the FEDERATION building representative of the details of the intended change. The staff affected may submit written recommendation(s) to the building administrator, who shall upon request meet with the involved teachers to either explore methods of implementing the program or discuss any disagreement(s).

Section 8. Change in Instructional Program and Suspension of Contract Provisions.

- (A) Any change involving the instructional program within a building and the suspension within that building of a contract provision which is necessitated by such change, must be approved by the Superintendent, the building principal, and by two-thirds (2/3) of the staff at that building involved in the change.
- (B) The staff affected shall be directly involved in the initiation and/or planning stages of the proposed change.
- (C) If suspension of a contract provision is necessary, the FEDERATION and the building principal shall conduct a vote on such change with the FEDERATION being given the opportunity to first explain any provisions of this Agreement which would have to be suspended in order to implement such change. However, before the vote of the teachers, those sections to be altered or suspended shall be placed in writing by the appropriate administrator and the FEDERATION President and distributed to the affected teachers.
- (D) An evaluation of the new instructional program shall be submitted to the Superintendent by the building administrator and the teachers involved in the new program. Such evaluation shall be submitted no later than June 1st.
- (E) If any proposed change in the instructional program is denied by the Superintendent, whose decision shall be final, he/she shall give the reasons for such denial, in writing, to the affected teachers. It is understood that if the proposed change does not receive enough votes, the FEDERATION shall meet with the affected teachers to ascertain the reasons for such failure and shall forward such reasons, in writing, to the building principal and the Superintendent.
- (F) It is understood that the suspension of such contract provision(s) will not exceed three school years.

Section 9. Voluntary Assistance Program

- (A) A program entitled Voluntary Assistance Program (VAP) shall be instituted to provide released time from regular assignments for consultation and/or visitation to take place. This program shall be based on the following guidelines:
 - (1) The BOARD shall allocate funds to provide twenty (20) days of released time. If the level of participation exhausts those funds, the BOARD may provide funds for additional days of released time.

Article V

- (2) The Assistant Superintendent for Educational Services, in cooperation with the FEDERATION, shall develop a roster of tenure teachers who are willing to serve as teacher advisors.
- (3) The advisor shall work with the requesting teacher in attempting to provide the requested assistance. Appropriate activity may include such steps as observation, discussion, visitation, and/or demonstration.
- (4) Any teacher may request assistance by filling out the appropriate form, which will be available in every school office, and sending it to the Assistant Superintendent for Instruction.
- (5) The teacher requesting assistance shall select a teacher from the roster to provide advisory assistance.
- (6) Neither the suggestions of the advisor or the requesting teacher's reactions to such suggestions shall be used in any way in the District's formal evaluation.
- (7) The BOARD and FEDERATION agree that each party has a responsibility to make known to teachers the availability of the Voluntary Assistance Program and to encourage teachers to make use of such program.

Section 10. Change of Class Schedule for Special Area Teachers

All schedule changes for special area teachers shall have the prior approval of the administrator. Such changes shall be made only when reasonably warranted and all teachers involved shall receive reasonable prior notice of the change.

Section 11. Multipurpose Room

The parties mutually recognize that elementary multipurpose rooms were constructed as multi-use facilities and were intended to accommodate a variety of activities. Administrators will schedule the use of this room in a manner that will recognize the regularly scheduled curricular uses of the room and yet also recognize that other uses may occasionally preempt the regular use.

ARTICLE VI -- PROFESSIONAL IMPROVEMENT

Section 1. Educational Conference and Staff Development Committee

- (A) The Superintendent, or his/her designee, shall meet prior to May 1 of each school year with the FEDERATION to establish an Educational Conference/Staff Development Committee.
- (B) The Committee shall consist of not more than twelve (12) members, a majority of which shall be teachers appointed by the FEDERATION. The Superintendent, or his/her designee, shall be a member of the Committee.
- (C) The Superintendent shall provide a per teacher allocation of funds to be used for staff development and educational conferences. Only costs incurred as teachers attend conferences or staff development activities (including substitute teachers) shall be deducted from this fund. The per teacher allocation amount shall not be lower than \$125 per teacher. It is agreed that for the 1994-95 school year the minimum per teacher allocation amount shall be \$150.
- (D) The Committee shall formulate an Educational Conference/Staff Development plan for the year listing the curriculum goals and instructional skill areas it intends to emphasize as well as indicating the approximate allocation of its resources for conferences and staff development activities. The plan will reflect building and/or district improvement goals. It will also permit individual teacher's request unrelated to building or district improvement goals provided the request is related to the teacher's assignment.
- (E) The Committee shall formulate its own rules and regulations for the operation of the committee and establish procedures for implementing this provision. Teachers shall be informed of such procedures. The Committee shall be empowered to decide on the conferences teachers may attend, the number attending or participating in any one conference or activity, the level of reimbursement, the granting of honorariums, and the number of days the teachers involved may be excused from their regular duties. The building principal and/or Superintendent may deny any request where granting the request would absent an unusually large number of teachers from the building or District or result in a teacher being excessively absent from his/her classroom duties.
- (F) The plan may be modified during the school year with the concurrence of the committee members. The Superintendent shall review and approve the plan of the Committee as well as any modifications that may be proposed during the school year.

Section 2. Tuition Reimbursement

- (A) The BOARD agrees to allocate the sum of \$30,000 per year for each contract year for the purpose of reimbursing teachers at the rate of \$80 per semester or credit hour for the actual tuition expenses incurred by teachers for academic courses completed.
- (B) It is understood that the academic courses completed must be towards an M.A., Ed.S., or Ph.D. degree or be within or related to the field in which the teacher is assigned. Academic courses completed must be from an accredited college or university.
- (C) In order to receive reimbursement for academic courses completed during the preceding contract year, the teacher must still be under contract with the BOARD for the current school year and he/she must submit a transcript of credits to the Administrative Services Office on or before September 30th of the current school year. It is understood that teachers involuntarily laid off shall receive the applicable amount of tuition reimbursement for academic courses completed prior to the end of the present contract year in which they received notice of layoff, provided that they comply with the requirements and time limits set forth above. Payment shall be made within 30 days after the filing deadline.

Teachers who are on a general leave of absence as provided under Article VII Section 1(B) may apply for and receive tuition reimbursement under this provision provided that they sign a promissory note that in the event they do not return to the School District the following year they will repay the total amount of reimbursement to the BOARD. Failure of a teacher to repay such amount will result in the reduction of the tuition reimbursement fund by the same amount the following year.

- (D) In the event the total request for reimbursement exceeds the amount allocated, payments to each teacher shall be reduced in proportion to the amount by which the total request exceeds the allocation.
- (E) The BOARD agrees to reimburse total expenses for tuition, books, and mileage of any teacher who, at the BOARD'S specific request, obtains additional academic training for the purpose of becoming qualified in an area for which the BOARD is having a great deal of difficulty in securing new personnel. This reimbursement is not to be deducted from the allocation mentioned above.

Section 3. Released Time for Certain Summer Institutes

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

Section 4. Released Time for Speaking Engagements

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

Section 5. Research Projects

Teachers wishing to initiate special research projects involving students or student records shall submit a detailed description of the proposed project to the Superintendent of Schools for approval.

The Superintendent shall inform the FEDERATION of any proposed research project involving members of the teaching staff and shall afford the FEDERATION the opportunity to discuss the details of the proposed project before final approval is given.

ARTICLE VII – LEAVE OF ABSENCE; SICK AND EMERGENCY LEAVE, AND OTHER LEAVES

Section 1. Leave of Absence

(A) General Leave

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

Each tenure teacher may request a leave of absence for any worthwhile purpose for a period not to exceed one year subject to renewal at the discretion of the BOARD for an additional period of one year. Upon the expiration of the leave period granted, the teacher shall be entitled to return to the first job vacancy available for which he/she is qualified, as set forth in ARTICLE III, Section 14 (H) of this Agreement.

Article VII

(B) General Leave of Absence for Teachers with 10 or more Years of Experience

- (1) Each tenure teacher with ten (10) years of service in the Lake Shore School District shall, upon request, be granted a general leave of absence for any purpose for a period not to exceed one (1) year.
 - (a) Such leave shall commence at the beginning of the school year, except the BOARD, at its option, may approve the leave at a time other than the start of the school year.
 - (b) Effective August 30, 1979, teachers shall accrue seniority for this one year leave.
- (2) Upon return from such leave, the BOARD shall place the teacher in a position similar to the position he/she held if one is available. If no such position is available, he/she shall then be placed in another position to be determined by the BOARD.
- (3) It is understood that a teacher who would be identified for layoff shall be eligible for such leave; however, upon expiration of the leave period, he/she would be recalled in accordance with ARTICLE III, Section 14 (H).
- (4) If a teacher while on such leave becomes identified for layoff, he/she would be recalled in accordance with ARTICLE III, Section 14 (H).

(C) Pregnancy and Child Care Leave

The teacher shall be permitted to continue working for as long as she fully performs all of the express and implied duties and functions of her position. The following requirements shall apply to teachers who are pregnant:

- (1) A teacher who is pregnant will inform the Personnel Office of such within a reasonable time after confirmation of her pregnancy.
- (2) The teacher shall submit periodic medical reports as requested on forms provided by the BOARD.
- (3) A pregnancy and child care leave must be requested thirty (30) days prior to the date the leave is expected to commence. At such time the teacher will notify the Personnel Office whether she will return immediately following the medical disability or under the schedules provided in (5) below.

Article VII

- (4) The teacher's doctor shall determine the date when such teacher shall cease working, provided there has been compliance with (2) above.
- (5) The teacher shall be able to utilize sick leave in accordance with ARTICLE VII, Section 3, only for the period the teacher is medically unable to work. The period of such leave shall run from the date set by the teacher's doctor as in four (4) above until at least the period of medical disability is completed. At that time the teacher may immediately return to work. However, if the teacher wishes and so notifies the BOARD thirty (30) days prior to her leaving, she may return to work at the beginning of the semester according to the following schedule.

Teachers taking a leave commencing June 1st through October 31st will return to work the following January.

Teachers taking a leave commencing from November 1st through May 31st will return to work the following September.

- (6) During the period of such leave the teacher's position may be filled by a temporary employee.
- (7) Upon expiration of either leave described in five (5) above, the teacher shall be reinstated to her former position and shall report to work. It is understood the leave will be extended for a reasonable time without pay if the teacher can show that her child has encountered an unforeseen medical complication which requires her presence at home.
- (8) While on either leave described in five (5) above, the teacher shall retain insurance benefits and credit on the salary schedule for twelve (12) weeks or for the period of medical disability if longer than twelve (12) weeks. Seniority shall accrue for the duration of the leave.
- (9) A teacher who is pregnant may request and will be granted a general leave of absence pursuant to the conditions set forth in ARTICLE VII, Section 1 (A) of this Agreement for a period not to exceed one year, subject to renewal at her discretion for an additional period of one year. It is understood that such teacher shall be subject to the requirements set forth in (C)(1)(2)(4) and will request such leave thirty (30) days prior to the date such leave is expected to commence.

Article VII

- (10) The Superintendent shall grant a child care leave of absence without pay for a period not to exceed twelve (12) weeks to any teacher who can show that his/her presence at home is essential for the care of his/her children. A request for such leave must be given at least thirty (30) days prior to the date the leave commences unless an emergency situation prohibits such notification.
- (a) During the term of leave under this option, the teacher's position may be filled with a temporary employee.
 - (b) While on such short-term child care leave, the teacher shall retain all insurance benefits, subject to the terms of the carrier, accrue seniority and credit on the salary schedule.
 - (c) Upon expiration of such short-term child care leave, the teacher shall be reinstated to his/her former position and he/she shall return to work.
 - (d) It is understood that a teacher shall be granted only one such leave per year and only two such leaves during the term of employment.
- (D) Upon written request to and approval by the Superintendent or the Superintendent's designee, each teacher shall be allowed to take not more than twenty (20) days of short term unpaid leave. Each teacher may be granted only one such short term leave in a school year. The short term leave shall be for consecutive days and shall not be days before or after holidays, parent-teacher conference days, or the first or last week of a semester.
- While on such short term unpaid leave, the teacher shall retain all insurance benefits, accrue seniority and credit on the salary schedule. While on this short term leave, the teacher's position shall be filled by a substitute teacher. The BOARD agrees to attempt to obtain the same substitute for the entire period of short term unpaid leave.
- (E) **Sabbatical Leave.** The BOARD may grant a sabbatical leave in accordance with Appendix D of this Agreement. However, such policy is amended to provide that:
- (1) A teacher with a Bachelor's Degree may make application for such leave.
 - (2) A teacher shall be eligible to take a sabbatical after completing the minimum number of years required under State law which is presently seven (7) consecutive years of service with the District.

Article VII

- (3) The rate of pay while on sabbatical shall be 75% of the teacher's scheduled salary, provided that any other salary or fees earned as a direct benefit of the sabbatical leave or for work done in connection with or made possible by such leave, together with such sabbatical compensation shall not exceed the full amount of the salary he/she would receive if on active staff status.
 - (4) In the event that such other salaries and fees exceed twenty-five percent (25%) of the scheduled salary he/she would receive if on full scheduled salary with this District, the compensation paid by the BOARD shall be reduced to an amount that together with such other salaries and fees would be equal to the full amount of the salary he/she would receive if on active staff status for the period in which the leave is effective.
 - (5) The BOARD shall grant the equivalent of one (1) sabbatical leave per year for graduate study in an advanced degree program or independent research under the provision of the Superintendent or an accredited college or university. It is understood that the advanced degree program or independent research must be directly related to the applicant's current assignment. It is further understood that an applicant under this subsection must possess a Master's Degree. Sabbatical leave shall not be granted for advanced degrees in administration.
- (F) Peace Corps and Job Corps. The BOARD may grant a leave of absence for a period of one year and subject to renewal for an additional one year to any tenure teacher who has taught within the School District for three or more years who joins the Peach Corps or Job Corps as a full-time participant in either program. Upon return to teaching for the BOARD, the teacher shall be given credit for such period of leave on the salary schedule then in effect.
- (G) Military Leave. Any teacher who must leave a teaching position, other than a temporary position, in the District to serve in any branch of the armed services of the United States and who, upon termination of such services, (1) received an honorable discharge, (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application for reemployment within ninety (90) days of discharge, shall be restored at the beginning of the semester following the application to such teaching position, or to a position of like nature, unless circumstances have so changed as to make it impossible or unreasonable to do so.

It is further understood that a teacher who is restored to a position in the District shall be considered as having been on leave of absence during his/her period of

Article VII

training and service in the military forces of the United States and he/she shall be restored without loss of status or seniority and shall not be discharged from such position without cause within one year after such restoration.

It is understood that upon reemployment the teacher shall be granted experience credit not to exceed two years on the then existing salary schedule. However, in the event a teacher's tour of duty is extended, through no choice of his/her own, additional experience credit, which is commensurate with the duration of such extended tour of duty, shall be granted.

- (H) Teaching Assignment in a Foreign Country. A tenure teacher may be granted a leave of absence, without pay, not to exceed a period of two years for the purpose of accepting a teaching assignment in a foreign country. Upon the return to the School District, he/she shall be granted up to two years credit on the then existing salary schedule.
- (I) Leave of Absence for Professional Improvement
 - (1) A tenure teacher may be granted a leave of absence, without pay, for a period not to exceed one year for the purpose of:
 - (a) Graduate study beyond permanent certification requirements (complete a minimum of 10 semester hours each semester or its equivalent).
 - (b) Independent research in education or an educationally related field under the supervision of the Superintendent or an accredited college or university.
 - (c) Educational travel (itinerary must accompany application).
 - (2) If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the teacher shall immediately request approval from the Superintendent.
 - (3) Upon the teacher's immediate return to the School District he/she shall be granted credit for up to one year on the then existing salary schedule.
 - (4) At the expiration of a leave for professional improvement the teacher shall be restored to his/her former position (grade level or subject) in his/her former building, provided that the teacher's program was approved by the Superintendent, prior to the commencement of the leave, as one directly

Article VII

related to his/her former position. It is understood that the teacher may, at that time, inform the Assistant Superintendent for Administrative Services, in writing, that he/she is willing to accept a different position and/or building.

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

(J) Leave of Absence for Union Position. One tenure teacher per year who is appointed or elected to a full time position with the FEDERATION or any organization with which it is directly affiliated shall be granted a leave of absence without pay, for the purpose of accepting such a position. Credit on the salary schedule, not to exceed two years, for such experience shall be granted upon return to the School District.

(K) Extended Health Leave. Each tenure teacher may be granted a leave of absence, without pay, due to physical or mental causes. The request shall be in writing and shall be accompanied by a doctor's statement detailing the extent of the illness.

Such leave of absence shall be for a period not to exceed one year, subject to renewal for an additional period of one year.

Upon return from such leave, which shall only be at the beginning of a semester, the BOARD shall place the teacher in a position similar to the position he/she left, if one is available. If no such position is available he/she shall then be placed in another position, to be determined by the BOARD.

(L) Requirements Concerning Leaves of Absence

(1) The following conditions and requirements shall apply to all of the leave provisions in this section except sabbatical and military leave. It is understood that any specific conditions or requirements stated above shall take precedence over the following general requirements.

(a) It is understood that all leaves shall expire either at the end of the first semester or the end of the school year depending upon when they were granted and the duration of such leaves.

Article VII

- (b) When a leave is granted the BOARD shall notify the teacher of such fact and shall specify the expiration date of such leave.
 - (c) When a leave is denied, the teacher shall receive a written statement stating why the leave was refused. However, it is understood that the decision of the BOARD shall be final.
 - (d) A request for a leave must be made no later than sixty (60) days prior to the start of the next school year or the second semester unless the teacher can show that unforeseen circumstances have risen which make a later request necessary.
 - (e) It is understood that a teacher on leave who wishes to return to teaching duties shall notify the BOARD of such fact no later than thirty (30) days prior to the expiration of his/her leave. However, teachers are encouraged to provide as much advance notification as possible.
- (M) Teachers may have additional leave of absence rights and responsibilities under the Family Medical Leave Act of 1993. Copies are available in the Office of Administrative Services.

Section 2. Resignations and Leaves of Absence

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

Section 3. Sick Leave

- (A) Each full time teacher shall be credited with one day per working month per working year for sick and emergency leave. After the commencement of the school year a teacher may draw on his/her days for the balance of that school year.

Article VII

- (1) Absences for which these days may be used:
 - (a) Personal illness or disability of the teacher.
 - (b) Emergency illness in the immediate family when necessary care cannot otherwise be arranged--a teacher shall be permitted to use up to 20 days for said purpose with no loss of status. Current and accumulated leave days may be used if available.
 - (c) Teacher's own wedding (limit of 4 days). It is understood that days for this purpose cannot be used the first and last week of each semester or on days when parent-teacher conferences are scheduled.
 - (d) Birth or adoption of a child of the teacher (father may take up to five (5) days for this purpose).
 - (e) Transportation failure (only when no other means of transportation is available).
 - (f) Religious observance (if the dogma of the teacher's religion requires abstention from work).
- (2) In the event a teacher leaves the District prior to the end of his/her work year and has used more days than he/she has earned, the excess day(s) shall be deducted from his/her last paycheck unless he/she has enough days in his/her sick bank from previous years to cover the excess days used.
- (3) The following procedures shall be employed when a teacher receives permission from his/her building administrator to leave school early or start late on a particular day which necessitates the administrator securing a per period substitute for such teacher.
 - (a) The teacher will not be paid for any substituting during his/her unassigned time until he/she has made up the number of periods he/she was absent on that particular day which necessitated a per period substitute.
- (4) Absences directly resulting from on-the-job injuries or sicknesses shall not be chargeable to the teacher's sick and emergency leave. The teacher shall receive the differences between his/her scheduled salary and worker's compensation benefits up to the time he/she is eligible for Health and Accident Insurance. It is understood that a teacher must apply for worker's

Article VII

compensation benefits in order to receive his/her scheduled salary without charge to his/her sick and emergency leave days. Moreover, he/she must show the worker's compensation check to the Payroll Department so that the proper deduction can be made.

- (a) Such non-chargeable injuries or sicknesses shall be determined by the individual's eligibility for worker's compensation.
 - (b) Injuries or sickness shall be reported to the Superintendent as soon as possible but no later than three days after occurrence unless it is physically impossible and further delay is necessary. It is understood that the Superintendent shall have the right to require proof of such injury or sickness.
 - (c) If a teacher's on-the-job injury is a result of his/her own negligence or contributory negligence, his/her compensation shall be limited to that provided by the Worker's Compensation Act unless such teacher elects to supplement such compensation by use of his/her accumulated sick and emergency leave days.
- (B) Personal Leave. Each full time teacher shall be granted three personal leave days. When a teacher's sick leave days are exhausted, personal leave days will be used for absences under the sick and emergency leave provision unless the teacher makes a request in writing to the contrary.
- (1) Such leave shall have the prior approval of the building administrator. However, no teacher shall be required to give reasons for personal leave which does not exceed one day.
 - (2) Any teacher requesting personal leave on the day immediately preceding or following a vacation or holiday shall make such request, in writing, to the Superintendent. It is understood that the Superintendent may ask the teacher to explain the reason for such request, and may impose restrictions on the use of personal leave on such days.
 - (3) It is understood that personal leave may not be used for the purpose of taking or extending a vacation.
 - (5) It is understood that a teacher who works less than a full year shall have his/her personal leave days prorated to the amount of time worked.

Article VII

- (5) Three (3) sick days may be used for the purpose of personal leave upon the exhaustion of the current year's personal leave by securing prior approval of the Superintendent or his/her designee. The teacher shall state in writing the reasons for the use of such day(s).
- (C) Funeral Leave. Each teacher shall be excused from work with pay in the following cases without charge to his/her sick or emergency leave days.
- (1) Death in the immediate family of the teacher and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandmother, grandfather, child, grandchild, wife, or husband. The use of two (2) of the five (5) days may be deferred for up to four (4) calendar months for business directly related to the death.
 - (2) Death of other relatives or member of the household for a period not exceeding one (1) day.
 - (3) Death of a Staff Member or Former Staff Member. Upon the death of a staff member, teachers in that building will be released from their assigned duties, up to one day, to attend the funeral services. The number of staff released will be determined by the availability of substitutes.
 - (4) It is understood that a teacher, upon returning to work, shall complete and return to the Superintendent a funeral leave absence form.
 - (5) It is understood that funeral leave is granted for the purpose of bereavement and the teacher is expected to attend funeral services if they are held and it is reasonable possible to do so.
- (D) Jury and Court Leave. Each teacher shall be excused from his/her regular assigned duties for jury duty or the attendance of any court pursuant to subpoena provided that legal action was not initiated by the teacher or his/her spouse. He/she shall be paid the difference between his/her regular salary and such amount as he/she may receive as juror or witness fees.
- (E) Selective Service Physical Examination Leave. Teachers called for a selective service physical examination shall be excused without Loss of Pay or sick or personal leave.

(F) Central Sick Leave Bank

- (1) The Central Sick Leave Bank (CSLB) shall be funded by teacher and BOARD contributions in the following manner:
 - (a) Effective at the commencement of each school year, all teachers shall contribute one (1) day of the current year's sick leave allocation to the Central Sick Leave Bank.
 - (b) The BOARD shall fund excess days required by the CSLB to the extent that the number of days contributed to the CSLB by teachers is insufficient for any year's usage.
 - (c) Any teachers using a cumulative of three (3) or less sick leave days during the course of the school year shall have the sick leave day contributed during that school year returned to them by the District for purposes of Article VII, Section 3(H), irrespective of current year CSLB usage.
- (2) A teacher must be out of work due to sickness or injury for at least nine (9) consecutive days and must have exhausted the current year's sick leave days before he/she is eligible to receive any days from the Bank.

It is understood that if a teacher returns to work during the same school year and is subsequently absent because of the same or a directly related sickness or injury, the days of absence shall be considered to have been consecutive if by the terms of the BOARD'S L.T.D. Insurance Policy such absences would be deemed to have been consecutive for purposes of qualifying for L.T.D. insurance. Any subsequent related absences must be verified by a doctor and the BOARD may exercise its option under (3) (d) of this provision.

- (3) A teacher shall make written application, on forms provided by the BOARD, to the Superintendent when requesting days from the Bank. Such application must be submitted during the period the teacher is out of work; moreover, it is understood that days may not be drawn from the Bank until the application and supporting information is received by the Superintendent and the requirements listed in (4) below have been met. The application shall include the following information.
 - (a) The date the teacher became disabled due to sickness or injury.
 - (b) The date the teacher would begin drawing days from the Bank.

Article VII

- (c) A doctor's statement detailing the extent of the disability and indicating the approximate time the teacher must refrain from working. If surgery is to be performed the doctor must include a statement that there is some immediate necessity that the surgery be performed at the present time.
 - (d) If the BOARD chooses, it may appoint either St. Johns Hospital, William Beaumont Hospital or St. Joseph's (East or West) Hospital or their satellites at its expense to ascertain and verify the doctor's statement in (c) above.
 - (e) It is agreed that the medical report from the BOARD'S physician chosen from (3)(d) above shall be final and binding on the parties.
- (4) Once the teacher has been absent for nine (9) consecutive days, and has exhausted his/her current sick days, and has met all of the above application requirements, he/she may begin drawing a day from the Bank for each consecutive day he/she remains absent from work thereafter due to illness or injury. He/she may continue drawing days from the Bank until such time as he/she qualifies for L.T.D. Insurance as set forth in Article VIII, Section 6(A) of this Article and the Policy of Insurance.
- (G) It is understood that while a teacher is on unpaid sick leave, long term disability, or drawing days from the Central Sick Leave Bank, the only fringe benefits that such teacher shall be eligible for are hospitalization insurance, dental insurance, optical insurance, life insurance, and health and accident insurance. It is further understood any future insurance type benefits or other fringe benefits shall automatically be incorporated into this provision. It is further understood that when such teacher returns to work he/she shall be entitled to the same position occupied prior to the illness or disability, provided that he/she has furnished the Superintendent with medical evidence of his/her fitness to resume his/her former duties.
- (H) It is agreed that at the end of the current school year each teacher who is on Step 6 of the Salary Schedule or higher shall receive \$35.00 per day for each unused leave day granted during the current school year. Each teacher who is below Step 6 of the Salary Schedule shall receive \$30.00 per day for each unused leave day granted during the current school year. Payment shall be made in a lump sum on the second paycheck in July.

Article VII/VII

- (1) It is agreed that teachers shall have the option of banking such days, in lieu of payment, which may be accumulated up to a maximum of 30 days.
- (2) The BOARD shall notify all teachers by May 1st that such option is available and any teacher who does not exercise such option by May 15th shall be considered as having requested payment for any unused leave days.
- (3) Commencing with the 1970-71 school year any teacher who banks days (up to a maximum of 30 days) will be paid for such days at the prevailing rate upon termination of service with the District.
- (3) Any teacher who has accumulated sick days or personal leave days from previous years may draw on such days if the need arises. In drawing on days accumulated prior to the 1970-71 school year, sick days shall be used prior to the use of accumulated personal leave.

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

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

ARTICLE VIII -- EMPLOYEE COMPENSATION, FRINGE BENEFITS, AND RELATED MATTERS

Section 1. Professional Salary Schedule

Each teacher shall be compensated for services rendered the District in accordance with the Salary Schedule set forth in Appendix B of this Agreement.

Section 2. Extra-Curricular Programs and Compensation

- (A) If the BOARD deems it necessary to curtail any extra-curricular program, it will meet with the FEDERATION and give reasons therefore prior to taking any action.
- (B) Each position in the extra-curricular program shall be posted as follows and such posting will include the general qualifications as determined by the appropriate administrator:

Article VIII

- (1) All positions shall be posted every year.
 - (2) Each teacher who is currently assigned to the position may reapply for such position when the above postings occur.
 - (3) When any position is vacated, it shall be posted.
- (C) All athletic coaching positions will be posted on a District-wide basis for a period of at least five (5) school days. When there is more than one applicant for the position and when such applicants are equally qualified, preference shall be given to the applicant from within the affected building.
- (D) All other open positions will be posted within the building for at least one (1) week and the teacher selected shall be from that building, except when no qualified applicants are available, in which event the administrator may post the opening throughout the District for a period of one (1) week.
- (E) All applicants for an extra-curricular position shall be afforded a fair and reasonable interview when there is more than one applicant for the position. Upon request, the administrator will provide an unsuccessful applicant with written reasons for the decision, provided that the applicant has first discussed the matter with such administrator.
- (F) Academy Coordinators
- (1) Qualifications
 - (a) Minimum of three (3) years experience. Experience shall mean years of teaching in the related field plus a total evaluation of the personnel file.
 - (b) M.A. (M.A. in appropriate area preferred).
 - (c) Experience in curriculum enrichment or development.
 - (d) Demonstrated leadership ability.
 - (e) Other outstanding qualities may be substituted for any of the above qualifications.
 - (f) The building administrator shall make his/her selection in a fair and reasonable manner.

(2) General Duties:

- (a) Provide curriculum leadership in terms of the development of new course offerings and outlines, North Central process, student outcomes, materials selection and general improvement of the school's instructional program.
- (b) Assist the administration and counseling staff with the development and implementation of the master schedule.
- (c) Provide assistance to teachers within the Academy such as facilitating peer coaching and mentoring activities.
- (d) Work within the Academy to establish and implement common goals and outcomes for the improvement of the instructional program.
- (e) Serve as the instructional liaison between the teachers of the Academy and the administration.
- (f) Call and chair Academy staff meetings as necessary.
- (g) Maintain complete and accurate inventories of all Academy textbooks, materials, equipment and supplies.
- (h) Facilitate Academy budget requests and assist in the distribution of textbooks, instructional materials and teacher supplies.
- (i) Conduct Academy inservice and staff development programs in cooperation with the building administration and/or the Assistant Superintendent for Educational Services.
- (j) Work cooperatively with the Assistant Superintendent for Educational Services, the District School Improvement Team and other instructional leaders to facilitate building and district-wide coordination of student outcomes and instruction.

It is agreed that Academy Coordinators shall not be considered supervisory employees.

Article VII

(3) Duties for Elementary Building Chairman

- (a) Job specifications for Elementary Building Chairman will be developed cooperatively by the building principal and his/her staff. Prior to implementation they must be submitted to the Department of Instruction for approval.

- (4) Whenever a position is posted it shall be for a period of at least one (1) week. Moreover, the teachers of that department may submit a written recommendation to the appropriate administrator.

- (G) No teacher shall be involuntarily removed from his/her position during the term of such program without first having had any specific inadequacies written out and being afforded an opportunity of no less than one month in time to rectify that which may be inadequate, prior to review of his/her performance. It is understood that assignments which are made on a temporary or emergency basis are not subject to this provision.

(H) Compensation for Extra-Curricular Programs

- (1) Compensation for extra-curricular programs shall be paid in accordance with the rates set forth in Appendix C.
- (2) For teachers assigned prior to the school year, payment shall commence on the paycheck when general salary adjustments are made and shall be spread equally over the remaining pay periods.
- (3) For teachers assigned after the school year has started, payment shall commence within one full pay period after the assignment has been determined and submitted in due course to the Business Office. Payment shall be spread equally over the remaining pay periods.

Section 3. Extra-Curricular Funds

(A) Elementary Extra-Curricular Fund

- (1) A fund of \$8,633.00 shall be set aside to cover the cost of elementary extra-curricular programs, including compensation for teachers, which are not provided under Appendix C of this Agreement.

Article VII

- (2) An Extra-Curricular Committee shall be formed consisting of three elementary teachers appointed by the FEDERATION, and three administrators. The purpose of the Committee is to make recommendations to the Superintendent relative to providing extra-curricular programs for elementary children and compensation for teachers.
- (C) Secondary Extra-Curricular Fund
- (1) A fund of \$3,924.00 shall be set aside to cover the cost of secondary extra-curricular programs, including compensation for teachers, which are not provided under Appendix C of this Agreement.
- (I) An Extra-Curricular Committee shall be formed consisting of three secondary teachers appointed by the FEDERATION, and three administrators. The purpose of the Committee is to make recommendations to the Superintendent relative to providing extra-curricular programs for secondary students and compensation for teachers.
- (C) The Committee shall formulate its own rules and regulations for the operation of the Committee and establish procedures for the implementation of this provision. Such procedure shall provide for the appearance of some or all applicants before the Committee to explain their request, answer questions, and/or provide further information.
- (D) The Committee shall make recommendations concerning the type of activity to be performed, cost of the activity, the teacher to perform the activity, and any other information required by the Committee's rules and regulations and/or requested by the Superintendent.

Section 4. Compensation to Full Time Teachers for Substituting

- (A) Each middle school or high school teacher shall be paid for each class period of substitution according to the following formula: Third Step of B.A. Schedule divided by 1,200 hours.
- (B) The selection of the full time teachers for substitution within the middle and high school buildings shall be on a rotation basis within each building.
- (C) Each elementary teacher shall be paid 80% of middle school/high school rate for each class period of substitution which is 40 minutes or less. In the event that the class period exceeds 40 minutes, such teacher shall be paid at the full middle school/high school rate.

Article VIII

- (D) When an elementary teacher must substitute for an elementary specialist in his/her classroom, he/she shall make a reasonable effort to teach the particular subject for which he/she is required to substitute.
- (E) Payment for each month's substituting shall be included on the second paycheck in February and June.
- (F) No teacher shall be required to assume the responsibilities of an administrator during his/her absence.

Section 5. Insurance Benefits

Notwithstanding the benefit provisions of the sections below, the terms of any contract or policy issued by a carrier determined by the BOARD thereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The BOARD, by payment of the premiums required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the BOARD shall not result in any liability to the Board of Education or the FEDERATION, nor shall such failure be considered a breach of any obligation by either of them. However, the BOARD shall continue to assist employees with the processing of claims and, further, periodically review the carrier's performance of their administration of the policy contracts with the District and advise the carriers when the BOARD or the FEDERATION finds their performance unsatisfactory.

Should the BOARD decide to change a carrier for any of the policies below, the FEDERATION may require an independent consultant selected by the FEDERATION and the BOARD review the proposed change to establish that there would be no reduction in level of benefits.

- (A) Long Term Disability Insurance. The BOARD agrees to pay the full cost of a group income protection disability insurance plan with a carrier determined by the BOARD for all teachers after they have worked for at least one day. Such plan shall pay after ninety (90) calendar days of disability as defined in the insurance plan, subject to the terms and conditions of the plan:
 - (1) 70% of the teacher's monthly salary for the first 26 weeks of disability following the above 90 day calendar period, not to exceed a monthly cap of \$2,500 per month;

Article VIII

- (2) 66 2/3% of the employee's monthly salary after the above 26 week period and during the period of disability up to age seventy (70), not to exceed a monthly cumulative maximum cap of \$2,500 per month.
 - (3) Annual 3% cost of living adjustments, maximum of five (5) adjustments.
- (B) Group Term Life Insurance. The BOARD shall pay the full cost of a \$50,000 policy of life insurance through an insurance company to be determined by the BOARD for each teacher.

BOARD shall make available to individual teachers the option to purchase from the BOARD'S carrier, under those conditions imposed by the carrier, additional group term life insurance.

(C) Hospitalization and Medical Insurance.

- (1) Upon submission of a written application and acceptance by the carrier, the BOARD will provide for all teachers employed for more than half-time (subject to limitations expressed in Article VIII, Section 12) and their eligible dependents as defined by the Internal Revenue Service the following:

Blue Cross/Blue Shield Blue Preferred Plan (PPO):

Comprehensive Hospital, Semi-private Room, SAT2, Trust 15, Plus 15, D45NM, PSG-1, ML, FAERC, PPNV-1, CNM, RAPS-2, BMT, HMN, XTMJ, PTB, COB-3, Master Medical Option 3, MMC-POV, MCXTMJ, MMC-PTB, ICMP, Prescription Drugs \$5.00 (Preferred RX), EBMT, TSA, PTFS, PTS, HCB-1 and XVA2.

F.C. and S.D. coverages may be purchased by the employee subject to the terms and conditions of the provider.

Employees shall be given the opportunity to purchase traditional coverage (formerly MVF-1 Plan) by paying the difference in premium rates.

- (2) To be eligible for the above coverage, teachers must be able to meet the "at work" requirement with Lake Shore Public Schools before the above benefits are effective. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

Article VIII

- (3) It is the teacher's responsibility to report to the Administrative Services Office any changes in family status within thirty (30) days of such change.
 - (4) For those teachers so electing, the BOARD shall provide coverage, under the same conditions as in (1) above, for the BC/BS Blue Care Network (HMO). The election may be made or changed only during the fall enrollment period.
 - (5) The BOARD shall offer to its teachers a Section 125 flexible benefits program. This program may provide employees with alternative health care programs, supplemental coverage at the employees expense, and the opportunity to participate in flexible spending accounts. Employees shall be offered monetary incentives to change or drop designated insurance programs. The terms and conditions of the flexible benefits program shall be approved by the school district's benefits committee which shall be comprised of representatives from each bargaining unit. Neither the flexible benefits program or the Benefits Committee has the authority to change negotiated core benefits.
 - (6) Teachers may opt into the BC/BS CMM 250/500 \$10 PDR program. When such an election is made, teachers shall receive an additional \$300 in compensation during the year of such election. Teachers having access to alternative health care coverage may annually refrain from participating in any of the District's hospitalization insurance programs in which case the employee shall receive a payment-in-lieu-of coverage of \$1,100 annually. An employee may opt back into the hospitalization insurance plan during each fall enrollment period except when alternative coverage is lost for reasons beyond the employee's control in which case re-enrollment shall be as soon as permitted by the insurance carrier. Supplemental payments under this provision shall be paid by November 1 of each school year.
- (D) Group Term Life Insurance For Retirees. The BOARD shall provide an \$15,000.00 policy of life insurance for each teacher who retires and is between the ages of 55 and 69 and the BOARD shall provide a \$6,000.00 policy of life insurance for each teacher who retires and is age 70 or older. Each retiree who receives benefits under the Michigan School Employees Retirement System or Social Security, and who has been employed by the BOARD for at least ten (10) years shall be eligible for said insurance. This benefit will not be provided for new employees hired for the 1994-95 school year and thereafter.

(E) Dental Insurance

The BOARD will pay the full premium on dental insurance for each full time or half-time teacher and their eligible dependents through an insurance company determined by the BOARD. Such coverage shall include:

Type 1 Benefits 100%; Type II Benefits 85%; Type III Benefits 70% of all covered expenses up to a maximum of \$1,200.00 per person per calendar year. Orthodontic benefits will be provided as follows: 50% to a lifetime maximum of \$1,500.00 per covered individual. Coverage will be determined as set forth in the policy of insurance.

(F) Optical Insurance

The BOARD will pay the optical benefits outlined below for each teacher and their eligible dependents directly to the teacher upon submission of receipts under the same coordination of benefits procedures presently employed. Services and Supplies Maximum Benefits During any Period of 12 Consecutive Months.

(1)	Eye Examination	\$43.00
(2)	Lenses	
	Single Vision (two lenses)	\$43.00
	Bifocal (two lenses)	\$72.00
	Trifocal (two lenses)	\$108.00
	Contacts (two lenses)	\$79.00
(3)	Frames	\$36.00

Benefits will be provided for no more than one eye examination, two lenses, and one set of frames during any consecutive 12-month period.

(4) Coverage is also provided for:

- (a) Aphakic lenses following cataract surgery, and
- (b) Contact lenses if visual acuity is not correctable to 20/40 or better in the better eye by the use of regular lenses, and
- (c) The maximum benefit during the lifetime of an insured family member for aphakic and contact lenses combined will be \$200.00.

(5) Limitations and exclusions are as set forth in the policy of insurance.

Section 6. Tax Sheltered Annuities

- (A) The BOARD agrees to make tax sheltered annuities available to teachers.
- (B) The teacher's choice of carrier or company will be honored by the BOARD. This unlimited choice of companies language will be reviewed annually during the month of November.
- (C) Each employee who participates in the tax sheltered annuity program and each participating service provider must complete the standardized forms and adhere to all such provisions therein. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the payroll office on the required forms. The payroll office shall transfer the authorized funds to the appropriate company in a timely fashion. Payroll deductions shall continue until written notice is submitted to the payroll office on the standardized form indicating a termination of such deductions.
- (D) Lists of staff names, addresses and phone numbers shall not be provided to insurance agents by the District except as what may be required by law.

Section 7. Severance Pay

- (A) Each teacher who has accumulated sick or personal leave days shall be eligible for severance pay upon termination of service through death, retirement, or other reason according to the following provision.
 - (1) Any teacher who banked leave days after July 1, 1970 (up to a maximum of 30 days) shall, upon termination of service with the District, be paid for such days at the rate of 30% of the teacher's last regular daily rate or at the rate established in ARTICLE VII, Section 3 (H), whichever is greater.
 - (2) Any teacher who has banked leave days for the 1969-70 school year, shall, upon termination of service with the District, be paid for such days at the rate of 80% of the teacher's daily rate of pay based on his/her base salary divided by the number of contracted work days.
 - (3) Any teacher who has banked leave days prior to July 1, 1969, shall be paid an amount equal to 30% of the teacher's last regular daily rate upon termination of service with the District.

Article VIII

- (D) In the event that a teacher fails to give a minimum of 30 calendar days notice of their resignation, that teacher will forfeit their right to severance pay. Exceptions will be made in the event of the employees death or serious illness. The Superintendent may also waive this requirement for other reasons at his sole discretion.

Section 8. Severance Pay Prior to Severance

- (A) Any teacher who reaches the age of 55 years may draw 20% of his/her accumulated leave bank days earned prior to July 1, 1970. This can be done each year thereafter.
- (B) A teacher's request for payment must be submitted to the Payroll Office, in writing, no later than May 1st of the current year. Payment will be made in a lump sum on the second pay in June.
- (C) The method employed for calculating the amount to be paid shall be in accordance with the provisions set forth in ARTICLE VIII, Section 7, of this Agreement.
- (D) It is understood that once payment is made, the days paid will be deducted from their bank and can no longer be used for sick leave purposes.

Section 9. Pay Periods

- (A) Each teacher shall have the option of receiving his/her salary in 21 or 26 installments, on a bi-weekly basis.
- (B) Any teacher who receives his/her salary in 26 installments may draw his/her summer pay by notifying the Business Office two weeks prior to the date that such payment is to be made. It is understood that the amount of summer pay to be withdrawn shall equal the amount earned up to the date of withdrawal.
- (C) Once a teacher draws upon his/her summer pay the remainder of his/her salary shall be recomputed and paid in equal installments from two weeks after the date of withdrawal until the last pay of the 21 pay period.
- (D) Any teacher who requests to change the number of pays or requests to withdraw summer pay will revert automatically to 21 pays for the following year unless another change in the number of pays is requested in writing and submitted to the Payroll Office two weeks prior to receiving the first pay in September.

Section 10. Daily Rate of Pay

- (A) It is understood that a teacher's daily rate of pay shall be based on the total number of work days per school year as set forth in Appendix A.
- (B) It is further understood that if a teacher begins teaching in a school year that has already started, or does not finish a school year, his/her total salary for that year shall be prorated to the amount of time worked in relation to the total number of work days as set forth in Appendix A.
- (C) It is further understood that this provision shall not apply in computing severance pay under ARTICLE VIII, Section 7 and 8 of this Agreement.

Section 11. Transportation

- (A) Each teacher who is required to use his/her personal automobile will be paid at the end of each semester upon submission of a voucher to the office of the Director of Business Affairs at the rate of 25 cents per mile for all miles necessarily traveled in the course of performing his/her regularly assigned duties.
- (B) Any teacher who has a work assignment in more than one building shall not be required to transport between those buildings equipment that he/she may use in carrying out that assignment.

Section 12. Fringe Benefits for Part-Time Employees

- (A) Each teacher who is employed more than half-time shall receive the same fringe benefits as full-time teachers except that the number of leave days shall be prorated to the amount of time worked.
- (B) For each teacher employed less than full-time and who commences employment during the 1994-95 school year or thereafter, the BOARD's contribution for Group Term Life Insurance, Hospitalization and Health Insurance, Optical and Dental Insurance shall be determined by that portion of a full workload which is carried by such teacher. The teacher, if he/she wishes to participate in these benefits, shall pay the difference in premium(s) in accordance with rules and regulations established by the District.
- (C) Each part-time teacher who is employed for five weeks or less of either semester and who has not signed a contract for the following semester shall receive no fringe benefits.

Article VIII

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

Section 13. Personal Property Loss Fund

- (A) The BOARD agrees to establish a fund of \$500.00 to be used in settling claims of teachers for loss or damage to their personal property brought to their work location to be used in their work assignment, if prior written notification has been given to the administrator, or if it is required in a teacher's assignment.
- (B) The claim shall be filed with the Superintendent setting forth the extent of the loss or damage, the absence of the employee's negligence and lack of insurance coverage.
- (C) If the total claims for the year exceed the fund, each shall be covered on a prorated basis.
- (D) Personal property shall not include cash. Also, all claim settlements shall be based on fair market value and no claim shall be filed on a loss less than \$5.00.

Section 14. Selection of Teachers for Summer School

It is mutually agreed that the following procedure shall be followed for K-12 Summer School teachers to be selected from the Lake Shore School System.

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

Section 15. Compensation For Co-op Student Coordination

It shall be understood the following schedule shall be followed for the compensation of the teachers appointed to coordinate student co-op placement and supervision outside of normal working hours.

- (A) Maximum compensation paid per co-op student assigned shall be based upon the following formula: Teacher's annual base salary divided by 6 divided by 30 and multiplied by the number of students assigned.
- (B) It is understood the maximum compensation formula will apply only to the number of students placed prior to 4th Friday and remaining in the co-op program at the end of the school year.
- (C) The compensation rate paid for students placed after the 4th Friday will be 25% of the formula for each student added or remaining in the program during the periods ending December 31, March 31, and June (end of year).
- (D) Compensation for Co-op Coordinator shall be paid in two installments: at the end of the first semester and at the end of the school year.

Section 16. Music Teacher's Equipment

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

Section 17. Academic Freedom

- (A) The parties seek to educate young people to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, Bill of Rights, and laws of the land, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers and students is encouraged.
- (B) Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Article VIII/IX

- (C) Teachers should address themselves to the social issues of the times. However, it is imperative that when doing so they present both sides of controversial issues and topics, citing references and authorities. Moreover, in all cases, the selection of materials and speakers and methods of presentation must be within BOARD policies, the provisions of this Agreement, and common decency.

Section 18. Released Time for Voluntary Middle School (Grade 6) Camping Program

Each teacher who volunteers for the Middle School (Grade 6) Camping Program shall be given a minimum of one day's released time to prepare for the scheduled program. The day of released time shall be decided by the administrator(s) and teacher(s) involved.

ARTICLE IX -- GRIEVANCE PROCEDURE

Section 1. Definition

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

- (A) The termination of service or failure to re-employ any teachers.
- (B) The placing of a non-tenure teacher on a third year of probation.
- (C) Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any State administrative agency.
- (D) Any BOARD policy, rule, regulation, or practice not involving wages, hours, and other terms and conditions of employment.

Section 2. Procedure

- (A) **Step One.** A teacher may present his/her complaint to the appropriate administrator within eleven (11) school days, but in no event later than June 30, of the current school year, after he/she has been aggrieved by a presently occurring incident or condition which is the basis for his/her complaint. The administrator shall schedule a conference to attempt to resolve the complaint within five (5) school days after he/she has received such a complaint. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) school days following the conference.

Article IX

- (B) **Step Two.** If the aggrieved teacher desires to pursue his/her complaint further, he/she must appeal in writing to the Superintendent within five (5) school days after receiving a copy of the decision rendered under Step One of this procedure. The Superintendent or his/her designated representative shall schedule a conference to attempt to resolve the complaint within five (5) school days after the appeal is received. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) days following the conference.
- (C) **Step Three.** If the aggrieved teacher desires to pursue his/her complaint further, he/she must appeal to the FEDERATION which will decide whether or not to take the complaint to arbitration. If the complaint does proceed to arbitration, the following rules shall, be observed:
- (1) The FEDERATION shall file with the BOARD and the American Arbitration Association a Demand for Arbitration within fifteen (15) school days after receiving a copy of the decision rendered under Step Three of this procedure.
 - (2) The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.
 - (3) Streamlined arbitration shall be used when ever requested by the FEDERATION following the rules and regulations of the American Arbitration Association as outlined in document AAA6-20M-1/88. However, no more than two (2) grievances may be submitted to streamline arbitration in any one semester.
 - (4) The Arbitrator shall render his/her award, which shall include a written opinion, no later than thirty (30) days after the date on which the hearings were concluded, or if oral hearings were waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
 - (5) The award of the Arbitrator shall be accepted as final and binding on the FEDERATION, its members, the teacher or teachers involved, and the BOARD. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as is described below, or if no fraud, collusion or duress is present. The FEDERATION shall not then, by any other means, attempt to bring about a different resolution of the grievance.

Article IX

- (6) It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the terms of this Agreement.
- (a) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her powers shall be limited to deciding whether the BOARD has violated, misinterpreted, or misapplied any of the express terms of this Agreement. It is understood that any matter which is not specifically set forth in this Agreement shall not be subject to arbitration.
 - (b) He shall have no power to decide any question which under this Agreement is within the authority of the BOARD to decide.
 - (c) He shall have no power to award monetary damages.
 - (d) He shall have no power to render a decision based upon the law, as expressed by the Legislature and the courts.
- (7) If the BOARD disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether he/she has jurisdiction to act, and if he/she finds that he/she has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
- (8) The BOARD shall not be required to pay back compensation for more than eleven (11) days prior to the date the grievance was filed. However, this provision may be waived if a grievance occurs during the summer months when school is not in session, provided that the teacher has acted in good faith and neither the teacher nor the FEDERATION has been negligent in pursuing his/her claim.
- (a) No decision in any one case shall require a retroactive adjustment in compensation in any other case.
- (9) The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the FEDERATION. All other fees and expenses including administrative fees, shall be assessed according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- (10) Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be arbitrable.

Section 3. General Provisions

- (A) The FEDERATION may have a representative present at each step of the grievance procedure who may represent an employee and act in his/her place, with his/her consent. The appropriate administrator, upon receiving a grievance, shall notify the FEDERATION as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the FEDERATION unless the FEDERATION, in writing, has waived its right to be present or fails to attend the conference.
- (B) Each grievance or appeal shall, on forms printed by the BOARD and available through the FEDERATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this Agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant himself, and the relief requested.
- (C) At any conference under this grievance procedure, the teacher, FEDERATION, and BOARD, may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
- (D) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, if an administrator fails to call a conference within the specified time limits the grievance shall then automatically proceed to the next step. If the Superintendent or his/her designee shall fail to hear a grievance within the specified time limits as prescribed in Section 2(B) of this article, the grievance shall be awarded in favor of the aggrieved party. Nothing in this provision shall prevent the parties from extending the specified time limits by mutual agreement which shall be expressed in writing.
- (E) A grievance shall always be filed at that step of the grievance procedure where there is authority to render a decision on the grievance. It is understood that the FEDERATION may file an emergency type grievance with the appropriate administrator in which event a conference shall be called and a decision rendered as soon as possible. An emergency type grievance shall be defined as one in which an immediate decision is essential to the aggrieved party.

Article IX

- (F) Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each teacher who is a party or witness shall be excused from his/her regular duties, with pay, to attend such a conference or hearing.
- (G) Each conference conducted under the grievance procedure shall be conducted as a private conference insofar as it does not violate the provisions of any Open Meetings Act which is now or may hereafter be in effect. Attendance at such conferences shall be restricted to those persons requested by either party to participate in the attempted resolution of the grievance.
- (H) No grievance or decision rendered on a grievance shall be placed in a teacher's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.
- (I) Once a grievance has been filed, no administrator or member of the Board of Education shall, upon his/her own initiative, attempt to discuss that grievance with the teacher(s) involved at a time other than during conferences or hearings provided for in the grievance procedure.
- (J) Any individual employee may present grievances to his/her supervisor and have the grievance adjusted, without intervention of the bargaining representative, provided that the bargaining representative has been given an opportunity to be present at such adjustment, but should the adjustment be inconsistent with the terms of this Collective Bargaining Agreement or any policy, rule, regulation, or practice, the FEDERATION may, in its own name, appeal that decision at the step of the grievance procedure immediately following the step where the grievance was temporarily resolved.
- (K) An Administrative Intern shall have no authority to render a decision on a grievance at any step of this procedure.

ARTICLE X -- DURATION, SEVERABILITY, AND AUTHORITY OF THE BOARD

Section 1. Duration of Agreement

- (A) This Agreement shall be effective as of August 31 1999 for a term of two (2) years and shall expire at 11:59 p.m., Eastern Standard Time on August 25,2001.
- (B) The parties agree to undertake negotiations for a new Collective Bargaining Agreement no later than May 15, 2001.

Section 2. Severability

This Agreement and each of its terms and conditions are subject to the laws of the State of Michigan in all respects. In the event that any provision is held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, such determination shall not invalidate the remaining unaffected provisions of this Agreement. The parties agree that thereafter they shall meet and bargain on proposed new language relating directly to the subject matter of the provision which was severed.

Section 3. Authority of the Board

- (A) The BOARD hereby retains all rights and powers conferred upon and vested in it by law to manage the Lake Shore Public Schools and to direct its teachers. Such rights and powers shall include by way of illustration, and not limitation, the following:
 - (1) To establish and carry on such grades, schools, and departments as it shall deem necessary or desirable for the maintenance and improvement of the schools.
 - (2) To determine the courses of study to be pursued and cause the pupils attending school in the District to be taught in such schools or departments as it may deem expedient.
 - (3) To select and approve the textbooks to be used by the pupils of the schools of the District on the subject taught therein.
 - (4) The general care and custody of the schools and property of the District and to make and enforce suitable rules and regulations for the general management of the schools and the preservation of the property of the District.

Article X/XI

- (4) The authority to make reasonable rules and regulations relative to anything whatsoever necessary for the proper establishment, maintenance, management and carrying on of public schools of the District. The exercise of the foregoing rights and powers and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this agreement and then only to the extent such express terms hereof are in conformance with law.

ARTICLE XI -- MAILING ADDRESS FOR NOTICES

Section 1. Mailing Address for Notices

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

Board of Education
Lake Shore Public Schools
28850 Harper
St. Clair Shores, MI 48081

Lake Shore Federation of Teachers
29103 Harper Avenue
St. Clair Shores, MI 48081

ARTICLE XII -- RATIFICATION

Section 1. Ratification

IN WITNESS WHEREOF we have set our hands to this Agreement with the intent that the execution hereof shall be deemed to be complete as of September 27, 1999

**BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS**


Conrad A. Piebiak, President


Loretta A. Williams, Secretary

**LAKE SHORE FEDERATION OF TEACHERS
Local 1465, American Federation of Teachers**


Laurence Huntington, President


Terri DeCoste, Secretary

**APPENDIX A
LAKE SHORE PUBLIC SCHOOLS
1999-2000 SCHOOL CALENDAR**

Thursday	Aug. 26	Staff Development
Friday	Aug. 27	Staff Development
Monday	Aug. 30	Students Report
Friday	Sept. 3	No School
Monday	Sept. 6	No School - Labor Day
Tuesday	Sept. 7	School Resumes
Wednesday	Oct. 20	No School - Professional Development
Wednesday	Nov. 24	Half Day - Thanksgiving Recess Begins
Thursday	Nov. 25	Thanksgiving Recess
Friday	Nov. 26	Thanksgiving Recess
Monday	Nov. 29	School Resumes
Friday	Dec. 17	Christmas Recess (At close of Day)
Monday	Jan. 3	School Resumes
Friday	Jan. 28	No Students - End of first semester
Monday	Jan. 31	Start of second semester
Monday	Feb. 21	Mid-Winter Break (No School)
Tuesday	Feb. 22	Mid Winter Break (No School)
Wednesday	Feb. 23	School Resumes
Thursday	Apr. 20	Half Day - Spring Break Begins
Monday	May 1	School Resumes
Monday	May 29	Memorial Day (No School)
Thursday	June 15	Half Day - Last Day for Students
Friday	June 16	Record Day

Student Days	184
Teacher Days	189

* The Staff Development date for April to be determined and may be changed at the discretion of the Board.

**APPENDIX A
LAKE SHORE PUBLIC SCHOOLS
2000-2001 SCHOOL CALENDAR**

Thursday	Aug. 24	Staff Development
Friday	Aug. 25	Staff Development
Monday	Aug. 28	Students Report
Friday	Sept. 1	No School
Monday	Sept. 4	No School - Labor Day
Tuesday	Sept. 5	School Resumes
Wednesday	Nov. 22	Half Day - Thanksgiving Recess Begins
Thursday	Nov. 23	Thanksgiving Recess
Friday	Nov. 24	Thanksgiving Recess
Monday	Nov. 27	School Resumes
Wednesday	Dec. 20	Christmas Recess (At close of Day)
Wednesday	Jan. 3	School Resumes
Friday	Jan. 19	End of first semester
Monday	Jan. 22	Start of second semester
Monday	Feb. 19	Mid-Winter Break (No School)
Tuesday	Feb. 20	Mid Winter Break (No School)
Wednesday	Feb. 21	School Resumes
Thursday	Apr. 12	Half Day - Spring Break Begins
Monday	April 23	School Resumes
Monday	May 28	Memorial Day (No School)
Thursday	June 14	Half Day - Last Day for Students
Friday	June 15	Record Day
	Student Days	184
	Teacher Days	190

* The Staff Development dates for October and April to be determined and may be changed at the discretion of the Board.

APPENDIX B

TEACHERS' SALARY SCHEDULE – 1999/00

STEP	B.A.	B.A. + 18	M.A.	M.A.2/ED.S
1	31492.00	33066.00	34449.00	35831.00
2	33105.00	34760.00	36364.00	37746.00
3	34789.00	36529.00	38425.00	39812.00
4	36697.00	38531.00	40644.00	42022.00
5	38755.00	40693.00	43028.00	44408.00
6	40951.00	42998.00	45721.00	47101.00
7	43369.00	45537.00	48743.00	50139.00
8	45863.00	46780.00	53468.00	53588.00
9	48570.00	49541.00	56189.00	57569.00
10	49917.00	50916.00	62395.00	63791.00

TEACHERS' SALARY SCHEDULE – 2000/01

STEP	B.A.	B.A. + 18	M.A.	M.A.2/ED.S
1	32436.00	34058.00	35483.00	36906.00
2	34098.00	35803.00	37455.00	38878.00
3	35833.00	37624.00	39578.00	41007.00
4	37797.00	39687.00	41864.00	43283.00
5	39917.00	41913.00	44319.00	45740.00
6	42179.00	44288.00	47092.00	48514.00
7	44670.00	46903.00	50205.00	51644.00
8	47239.00	48184.00	55072.00	55195.00
9	50027.00	51027.00	57875.00	59296.00
10	51415.00	52433.00	64267.00	65674.00

APPENDIX B

TEACHERS' SALARY SCHEDULE – 1999/00 and 2000/01

- (1) Each teacher who holds a M.A., a second M.A. or and Ed.S. shall receive the differential set forth in the salary schedule.

Each teacher who holds an Ed.D. or Ph.D. shall receive a differential of \$1,500.00 in addition to his/her scheduled salary at the ED.S./MA2 level.

- (2) Credit for Experience:

(a) Inside Experience. Credit for inside experience for less than a full school year will be rounded off to the nearest half year or full year, whichever is applicable, and shall be paid accordingly.

(b) Inside Experience as a Substitute Teacher. A substitute teacher on a special certificate who is subsequently employed as a regular teacher, shall receive credit for each block of 180 days service as a substitute and each 180 days shall be equivalent of one-half (1/2) year's experience on the salary schedule up to a maximum of four (4) years.

(c) Outside Experience. Credit for teaching or other related experience may be granted up to a maximum of eight (8) years on the salary schedule.

(d) Experience for Vocational Certification. Experience acquired in industry, which is required for vocational certification, shall be counted as experience on the salary schedule.

- (3) Military Service Credit. Any employee who undergoes compulsory service shall be given credit upon his/her return to the District on the then existing salary schedule for the annual increments for the time of such service subject to a maximum of two (2) year's credit (subject to ARTICLE VII, Section 1, (G)).

- (4) Payment for Advanced Degrees. Payment for advanced degrees shall be made on the second pay in October, January, March and the first pay in June. Payment shall be computed from the date the teacher has completed requirements for his/her advanced degree at the following rates:

Prior to November 1	100%
Prior to February 1	75%
Prior to April 1	50%
Prior to July 1	25%

Appendix B

- (5) Additional Compensation for Special Education Teachers, Speech Therapists, Diagnosticians and Social Workers. Each such teacher shall continue to receive as a differential the dollar amount he/she received during the 1972-73 school year. New teachers hired in the above areas will not receive a differential.

- (6) Performance Incentive Enhancement: Members of the bargaining unit who are teaching or otherwise assigned to a District school which has achieved Summary Accreditation as defined by the State of Michigan, shall receive a salary enhancement of up to 1.0% in recognition of the School's accomplishment. The enhancement shall be prorated to the number of periods and/or amount of instructional time spent in the building by the unit member and in no event shall the total enhancement paid to any bargaining unit member exceed 1.0% of his/her salary.

The salary enhancement shall commence effective after receipt of the Accreditation and continue so long as the School's Summary Accreditation is maintained. It shall be paid as part of the regular bi-weekly compensation.

- (7) National Teacher Certification: Any District teacher obtaining National Teacher Standard Certification shall receive an additional stipend of \$2,500 each school year in which such certification is maintained.

APPENDIX C

EXTRA CURRICULAR PROGRAM AND COMPENSATION

(A) High School Activities:

<u>Activity</u>	<u>1999-00</u>	<u>2000-01</u>	<u>Factor</u>
Freshman Advisor	\$630.	\$649.	2.0%
Sophomore Advisor	630.	649.	2.0
Jr. Advisor	1260.	1298.	4.0
Senior Advisor (2)	1260.	1298.	4.0
Dramatics (per prod.)	1890.	1947.	6.0
Student Congress	1418.	1460.	4.5
Yearbook	2835.	2920.	9.0
Band Director	2520.	2595.	8.0
Asst. (Spars/Poms)	1103.	1136.	3.5
Asst. (Flags)	1103.	1136.	3.5
Vocal Music	1890.	1947.	6.0
Honor Society	788.	811.	2.5
Driver Ed.	945.	974.	3.0
*School Impr./North Central	2520.	2595.	8.0
DFS Student Advisor	1103.	1136.	3.5
Key Club	945.	974.	3.0
Spanish Club	473.	487.	1.5
H.S. Newspaper (per issue-max. 6)	165.	170.	--
Business Professionals of Amer.	788.	811.	2.5
ESP Club	788.	811.	2.5
Student Store	788.	811.	2.5
Auditorium Supervisor	1260.	1298.	4.0

(D) Grade K-8 Activities:

<u>Activity</u>	<u>1999-00</u>	<u>2000-01</u>	<u>Factor</u>
Band (Grades 6-8)	\$1260.	\$1298.	4.0%
Band (Grades 5)	788.	811.	2.5
Vocal Music (Grades 6-8)	630.	649.	2.0
Yearbook (Grades 6-8)	945.	974.	3.0
Jr. Ntl. Honor Society (Grades 7-8)	630.	649.	2.0
Student Council (MS)	630.	649.	2.0
Bus Supervisor	1418.	1460.	4.5
Service Squad (Grades K-5)	945.	974.	3.0
Safety Patrol (Grades K-5)	945.	974.	3.0
Camp Program (Grade 6)	315.	325.	1.0
School Impr./North Central	2520.	2595.	8.0
Team Leaders (3) (Grades 6-8)	630.	649.	2.0
DFS Student Advisor (Grades 6-8)	788.	811.	2.5
Video Production - WKMS	630.	649.	2.0
Student Store	788.	811.	2.5
Spelling Bee Coor.	473.	487.	1.5
Builders Club	788.	811.	2.5

(C) District-Wide Activities:

Instrumental Music Coor.	\$1260.	\$1298.	4.0%
*Staff Dev. Chairperson	2835.	2920.	9.0
Art Show Coordinator	630.	648.	2.0

(D) Academy Coordinators - High School:

Fine and Performing Arts (1)	\$2520.	\$2595.	8.0%
Math and Engineering (1)	2520.	2595.	8.0
Science and Health (1)	2520.	2595.	8.0
Manufacturing and Ind. Tech. (1)	2520.	2595.	8.0
Communication Arts (1)	2520.	2595.	8.0
Social Science (1)	2520.	2595.	8.0
Bus. and Entrepreneurship (1)	2520.	2595.	8.0
Independent Practical Arts (1)	2520.	2595.	8.0
Support Staff (1)	2520.	2595.	8.0

(E) Coaching - High School:

<u>Activity</u>	<u>1999-00</u>	<u>2000-01</u>	<u>Factor</u>
Football			
Head Coach	\$4094.	\$4217.	13.0%
Assistant Coach (5)	2677.	2758.	8.5
Basketball - Boys			
Head Coach	4094.	4217.	13.0
Asst. Coach (2)	2677.	2758.	8.5
Basketball - Girls			
Head Coach	4094.	4217.	13.0
Asst. Coach (2)	2677.	2758.	8.5
Soccer - Boys			
Varsity	2992.	3082.	9.5
Jr. Varsity	1733.	1784.	5.5
Soccer - Girls			
Varsity	2992.	3082.	9.5
Jr. Varsity	1733.	1784.	5.5
Wrestling - Boys			
Head Coach	2992.	3082.	9.5
Asst. Coach	1733.	1784.	5.5
Swimming - Boys	2992.	3082.	9.5
Swimming - Girls	2992.	3082.	9.5
Golf	2992.	3082.	9.5
Track			
Head Coach	2992.	3082.	9.5
Asst. Coach (2)	1733.	1784.	5.5
Cross Country	1733.	1784.	5.5
Baseball - Boys			
Head Coach	2992.	3082.	9.5
Asst. Coach	1733.	1784.	5.5
Softball - Girls			
Head Coach	2992.	3082.	9.5
Asst. Coach	1733.	1784.	5.5
Volleyball - Girls			
Head Coach	2992.	3082.	9.5
Asst. Coach	1733.	1784.	5.5
Cheerleaders - Varsity	788.	811.	2.5
Cheerleaders - J.V.	630.	649.	2.0

(F) **Coaching - Middle School:**

<u>Activity</u>	<u>1999-00</u>	<u>2000-01</u>	<u>Factor</u>
Football - Grade 7	\$1418.	\$1460.	4.5%
Football - Grade 8	1418.	1460.	4.5
Basketball - Boys Grade 8	1418.	1460.	4.5
Basketball - Boys Grade 7	1418.	1460.	4.5
Basketball - Girls Grade 8	1418.	1460.	4.5
Basketball - Girls Grade 7	1418.	1460.	4.5
Cheerleading	788.	811.	2.5
Volleyball - Girls Grade 8	1418.	1460.	4.5
Volleyball - Girls Grade 7	1418.	1460.	4.5
Wrestling - Boys	1418.	1460.	4.5
Track - Grade 7	1418.	1460.	4.5
Track - Grade 8	1418.	1460.	4.5

APPENDIX C
EXTRA CURRICULAR POSITIONS – 1999/00, 2000/01

Notes:

- (1) The High School Band Director shall be paid for eighty (80) hours at the prevailing summer school rates for carrying out his responsibilities in conducting a Board approved summer band camp. It is further understood that two assistants will be paid for thirty (30) hours at the prevailing summer school hourly rate for same.
- (2) The District will provide a minimum of six weeks notice (prior to first practice) before the cancellation of any sport. This does not apply to positions/sports that may be canceled due to lack of students or financial emergency.
- (3) It is understood that the position of Department Head shall not be considered an activity. Thus, a teacher assuming such a position may be assigned two additional activities.

* May be provided release time in lieu of compensation.

APPENDIX D -- SABBATICAL LEAVE

A sabbatical leave may be granted to teachers of the District, subject to the approval of the BOARD upon the recommendation of the Superintendent. The sabbatical leave program shall be interpreted in accordance with Section 572 of the School Code of 1955 (M.S.A. 15.3572), and the following rules and regulations shall apply.

- (A) Applications for leaves beginning with the first semester must be filed with the Superintendent between January 1st and February 15th, while applications for leaves beginning the second semester must be filed between August 1st and September 15th.
 - (1) The Superintendent shall notify each applicant of the BOARD'S decision within 90 days of the due date of filing the application.
- (B) Sabbatical leave may be granted for the following purposes:
 - (1) For work on an advanced degree (applicant must take a minimum of ten (10) semester hours of graduate credit each semester).
 - (2) Independent research which must be under the supervision of the School District or an accredited college or university.
 - (3) Any other reasons, such as travel or writing.
- (C) A sabbatical leave may be granted for a period of not more than two semesters or less than one semester.
- (D) No teacher will be granted more than two sabbatical leaves, and a minimum of seven consecutive years must elapse before the first and second leaves.
- (E) Any teacher who is granted a sabbatical leave must sign a promissory note agreeing to refund any compensation received while on leave if he/she does not return to the District from such leave and serve at least one year.
- (F) Payment of salary while on such leave will be in accordance with the provisions of this Agreement. Moreover, the teacher will receive all fringe benefits except sick leave, and when such teacher returns from leave he/she shall be entitled to an increment, just the same as he/she would if he/she had remained teaching in the District.
- (G) A teacher on sabbatical leave will report to the Superintendent as follows:

APPENDIX D

- (1) The teacher will immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
 - (2) An interim report will be filed at the midpoint of the period for which the leave is taken. This report will contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
 - (3) A final report will be filed with the Superintendent in accordance with the provisions as stated in the next section.
 - (4) The Superintendent may require, and the teacher shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. In the event that the BOARD finds, after a hearing on the matter, that the teacher is not fulfilling the agreement, the entire sum paid to the teacher by the BOARD will become immediately due and all future payments will cease.
- (H) Requirements and status upon returning from sabbatical leave are as follows:
- (1) At the expiration of a sabbatical leave the teacher will be restored to his/her former position (grade level or subject) in his/her former building unless he/she informs the Superintendent, in writing, that he/she will accept a different position and/or building.
 - (2) Each teacher returning from sabbatical leave will file a final written report with the Superintendent not later than 60 days after the day on which the teacher again takes up active service. The report will include the names of institutions attended, course pursued, credits received, experience gained, the itinerary of travel, together with the teacher's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the School System. The teacher will not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved by the Superintendent. At his/her discretion, the Superintendent may require proof that the program as presented by the teacher has been followed. When approved by the Superintendent, these final reports will be transmitted to the Board of Education.

APPENDIX E

Core Teaching Standards

These standards identify the district's expectations of its professional teaching staff. The core teaching standards shall serve as the general criteria by which teachers will be evaluated.

STUDENT LEARNING (INSTRUCTION): Teachers effectively prepare, deliver, monitor and evaluate student learning.

1. PREPARATION - The teacher:

- A. Prepares for assigned classes and responsibilities. Shows written evidence of adequate preparation.
- B. Shows clear purpose(s) for instruction.
- C. Lesson/unit plans incorporate building, departmental and district curriculum standards.
- D. Sets reasonable expectations for students and self.

2. DELIVERY - The teacher:

- A. Provides instruction at the appropriate level of difficulty for each learner.
- B. Provides a student-centered classroom with active learner involvement.
- C. Demonstrates strong knowledge of subject matter; to include accurate and current information.
- D. Uses effective teaching practices including statement of purpose, a variety of strategies, summarization and assessment.
- E. Maximizes student time-on-task.
- F. Provides activities that incorporate critical thinking and problem solving.
- G. Accommodates individual learning style differences.
- H. Uses technology effectively.

3. MONITORING - The teacher:

- A. Monitors learning activities and checks learners for understanding.
- B. Responds to learner efforts and adjusts instruction to maximize learning.

4. EVALUATION - The teacher:

- A. Appropriately assesses, records and communicates student performance.
- B. Uses a variety of techniques for assessing student learning.
- C. Clearly communicates assessment standards and expectations to students.
- D. Provides timely student learning feedback to students.

5. LEARNING ENVIRONMENT

Teachers provide an organized, safe learning environment with appropriate standards for behavior and mutual respect. The teacher:

- A. Develops and maintains an organized, positive and supportive environment.
- B. Meets learners at designated locations and times.
- C. Has materials organized and readily available for learning.
- D. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- E. Maintains and communicates acceptable standards of behavior including the District Code of Conduct, school rules and classroom rules.
- F. Treats students with dignity and respect.

6. PROFESSIONAL GROWTH AND RELATIONS - The teacher:

- A. Continues to learn new subject matter and improved teaching practices.
- B. Shares effective teaching practices with colleagues.
- C. Works within department, school and district to improve the learning program and environment.
- D. Conducts self in a professional manner.

7. COMMUNICATION -

Teachers communicate effectively. The teacher:

- A. Uses and models effective listening, speaking and writing skills.
- B. Establishes and maintain open lines of communication.
- C. Works cooperatively with others.
- D. Accepts and provides constructive feedback.
- E. Acknowledges the right of others to hold differing views.
- F. Communicates regularly with parents.

8. POLICY AND PROCEDURE -

Teachers abide by district policies and utilize appropriate procedures. The teacher:

- A. Maintains records as required by law, district policy, administrative regulation and school practice.
- B. Attends and participates in meetings as required.
- C. Abides by state and federal laws, district policies and regulations, and building procedures.

APPENDIX F -- DISCIPLINE

The BOARD has an obligation to set the disciplinary tone for the schools within the District. To accomplish that end, it is essential that it give its staff some direction in this critical area.

Since a teacher is responsible for the discipline of the classroom, it is his/her duty to maintain good order and to require of his/her pupils, a faithful performance of their duties as prescribed by the Principal. To enable him/her to discharge such a duty effectively, he/she has the power to enforce prompt obedience to his/her lawful directions and obtain support of the Administration in so doing.

The law recognizes that cases may arise where corporal punishment is felt to be necessary as a last recourse (Corporal Punishment is defined as premeditated physical punishment administered for a misdeed). The theory has become established that to maintain discipline, the school must represent the home and the parents. The Principal has the power to act as parent for that limited purpose.

Corporal punishment is not recommended in our schools. When necessary, however, it shall be administered only by the building Principal when all other corrective measures have been taken and if an adult witness can be obtained.

The Administration and the BOARD will not condone a teacher using corporal punishment.

MEMORANDUM OF UNDERSTANDING

In the event that State or Federal health care reform is enacted that impacts on current health/hospitalization coverage or on the cost or tax obligation of the District, the BOARD and FEDERATION agree that those provisions of the contract so affected will be subject to renegotiation during the term of the collective bargaining agreement.

INDEX

Absences During Parent-Teacher Conferences and on Record Days	66
Academic Courses, tuition reimbursement	52
Academic Freedom	79-80
Access to Work Stations	36
Academy Coordinators	67
Accompanists, for music teachers	48
Ad Hoc Committee, teacher evaluation	16-17
Additional Compensation, special education	92
Additional Evening of Conferences	46
Administrative Intern, appointment	24
After School and Evening Assignments	45-46
Agency Shop	7
Allocation, local conferences	51
Allocation, tuition reimbursement	52
Application, central sick leave bank	64
Application, summer school	78
Assault, of teacher	9
Assignment, number of preparations	12
Assignment, preference	12
Assignment, special education teachers	14
Assignment, tentative	12
Assignments, teacher	12
Authority of the Board	85-86
Authorization for Deductions	6
Average Instructional Day	32-33
Birth Adoption, absences for	61
Blue Cross/Blue Shield Blue Preferred Plan (PPO)	72-73
Board Attorney	9
Bond Issues	2
Building Representative, definition	1
Building Representative, rights	5
Bulletin Boards	4
Bumping	25
Calendar	31
Camping Program	80
Central Sick Leave Bank	64
Central Sick Leave Bank, doctor's statement	64-65
Central Sick Leave Bank, Hospitals	65
Change Number of Pays	76

Change of Assignment	12
Child Care Leave, granting of	56
ClassLoad	31
Class Size	39
Class Size, equalization of	42
Class Size, first grade	40
Class Size Review Board	44
Classifications, listing of	24
Conference with Building Principals	6
Conferences with Superintendent	6
Confidential Information	39
Co-op Student Coordination Compensation	79
Co-op Student Coordination Compensation, two installments	79
Core Teaching Standares	100-101
Corporal Punishment	102
Cost of Living Adjustments, long term disability insurance	71
Counselor's Duties	37
Counselors, appointment	37
Counselors' Additional Days	37
Counselors' Work Load	38
Curriculum Change	44
Curriculum Committees	44
Daily Rate of Pay	77
Death of a Staff Member	63
Dental Insurance	74
Department Chairmen, qualifications (see also Academy Coor.)	97
Discharge and Suspension	17
Discipline-Appendix F	102
Discipline Clause	10-11
Disruptive Pupil	10
Dues Deduction	6
Duplicating Machines	35
Duration of Agreement	85
Duty Free Lunch	31
Educational Conference & Staff Development Committees	51
Educational Committee	51
Educational Planning and Placement Committees	39
Elementary Building Chairman	69
Emergency Illness	61
Employment Requirements	8
Equipment, Teachers'	35-36
Evaluation of All Teachers	14
Evaluation of Probationary Teacher	15

Evening Conferences	45
Evening Conferences, released time for	46
Experience – Inside	91
Experience - Outside	91
Extended Health Leave	59
Extra Class, compensation	34
Extra Curricular Programs and Compensation	97
Extra-Curricular Committee	70
Extra-Curricular Fund, Elementary	69
Extra-Curricular Funds	69
Federation Business	4
Federation Indemnify Board	6
Federation Monthly Meeting	5
Federation Paper Supply	4
Fringe Benefits	66
Fringe Benefits for Part-Time Employees	79
Funeral Leave	63
General Leave of Absence	53
Grievance - Private Conference	84
Grievance - Procedure	83-84
Grievance Definition	80
Grievance Forms	83
Grievance Procedure, general provisions	83
Group Term Life Insurance	72
Group Term Life Insurance for Retirees	73
Half-Time or Less Teacher	77
Half-Time Teaching Teams	38
Health and Safety, of teachers	29
Health Care Reform – Memorandum	103
Health Examination	8
Health Requirements	8
High School Band Director	97
H.M.O., Blue Preferred Plan	73
Hospitalization and Medical Insurance	73
Immediate Family, definition	63
Incompatibility, superintendent-initiated transfer	22
Individual Written Contracts	2
Insurance Benefits	72
Interruption of Classes	36
Interview, extra-curricular positions	67
Interview, transfers	18
Jury and Court Leave	63
Kindergarten Class Size	40

Kindergarten Conferences	46
Layoff	24
Layoff, recall	27
Layoff, Federation President	27
Layoff, retraining	27
Layoff - Projection of the Student Population	28
Leave of Absence - Requirements	59
Leave of Absence for Professional Improvement	58
Leave of Absence for Union Position	59
Leave of Absence, general	53
Leave School Early	61
Leaving Building During Unassigned Period	34
Legal Assistance	9
Length of Day	31
Lengthening Time Between Class Periods	33
Lifeguard	40
Life Insurance for Retirees	73
Long Term Disability Insurance	71
Long Term Retraining	27
Loss of Compensation	21
Lunch Hour for Middle and High School Teachers	33
Maintenance of Facilities	39
Maximum Compensation, co-op student coordination	79
Medical Evidence, central sick leave bank	64
Military Leave	57
Military Service Credit	91
Millage Elections	2
Minimal Qualifications, certain administrative positions	23
Multipurpose Room	50
Music Teacher's equipment	79
New Job Classifications	19
Non-discrimination	2
Notwithstanding, insurance benefits clause	71
On-the-Job Injuries	61
Open House	47
Open Positions, Extra-Curricular	67
Optical Insurance	74
Ordering of Equipment and Supplies	11
Parent-Teacher Conferences	45
Parking - Faculty	39
Part-Time Teacher, Fringe Benefits	77
Pay Periods	76
Payment for Advanced Degrees	91

Peace Corps and Job Corps Leave	57
Performance Contracting	2
Personal Leave, conversion of sick days	62
Personal Leave, procedures	62
Personal Property Loss Fund	78
Personnel File	8
Pre-employment Materials	8
Preference, summer school teachers	78
Pregnancy Leave	54
Professional Improvement	51
Pupil Placement	48
Recall	26
Recess Duty	32
Recognition of Federation	1
Record Day	30
Released Time, absences during P.T. conferences	45
Released Time, evening P.T. conferences	45
Released Time for Federation President	4
Religious Observance	61
Representation Fee	6
Reprimand of Teacher	10
Research Projects	53
Resignations and Leaves of Absence	60
Retraining	27
Sabbatical Leave	56
Sabbatical Leave – Appendix D	98
Salary Schedule, 1997-98	90
Salary Schedule, 1998-99	90
Salary Schedule, general provisions	91-92
Schedule Changes, for special area teachers	50
School Calendar, 1999-2000	88
School Calendar, 2000-2001	89
School Closing	21
Secondary Extra-Curricular Fund	70
Selection Procedure, certain administrative positions	23
Selective Service Physical Examination Leave	63
Seniority, administrative intern	24
Seniority, definition	29
Seniority, layoff	24
Seniority, return of resigned teacher	29
Severability, of agreement	85
Severance Pay, frozen leave days	75
Severance Pay, general	76

Severance Pay Prior to Severance	76
Sick Leave	60
Speaking Engagements	53
Special Education Placement	41
Special Teachers	34
Split Classes	43
Sport Cancellation – Appendix C	97
Staff Development	51
Staff Meetings	35
Stipend for Substituting	70
Storage Areas	36
Substance Abuse	8
Substituting by Full Time Teachers	70
Supplies, ordering	11
Summer Institutes	53
Summer School Teachers	78
Superintendent-initiated Transfer	22
Supervisory Assignment	12
Suspension of Contract Provisions	48
Tax Sheltered Annuities	75
TB Test, health requirement	8
Teacher, definition	1
Teacher Responsibility	8
Teacher's Day	31
Teachers' Mailboxes	4
Teacher's Personnel File, no record of grievance	84
Teaching in a Foreign Country	58
Telephones	35
Temporary Position, assumption of	23
Tentative Class Lists	14
Textbooks, sufficient quantity	11
Time	33
Transcript of Credits	51
Transfer	17
Transfer - Involuntary	20
Transfers Voluntary, factors in	18
Transportation Failure	61
Transportation, reimbursement	77
Tuition Reimbursement	52
Tuition Reimbursement - Request Exceeds the Allocation	52
Unassigned Time, defined	33
Unassigned Time, kindergarten teacher	33
Unemployment Compensation	29

Unused Leave Day, payment for	65
Vacancies, Filling of	30
Vocational Education Consortiums	3
Voluntary Assistance Program	49
Voluntary Exchange of Positions	19
Voluntary Student Transfers	41
Voluntary Transfer	18
Waiver of Unassigned Time	34
Wedding, of teacher	61

