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8/31/93

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

SEPTEMBER 1, 1990 -- AUGUST 31, 1993

*Lake Shore Public Schools*

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#### **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, 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.

**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. Released Time for Federation President**

- (A) The BOARD agrees that the President of the FEDERATION shall be released from his regular assignment with full pay for the last two (2) consecutive regularly assigned periods of each school day for the purpose of handling business for the FEDERATION relating to this District. In the event the President is an elementary teacher, he shall be released from his regular assignment with full pay for the last two (2) consecutive teaching hours.
- (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 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 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 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 certifies to the BOARD the name of each teacher who has authorized payroll deduction.
- (B) Such deductions shall continue until the teacher, in writing, revokes his authorization or his 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 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 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 to successfully perform the expressed and implied duties of the position for which he is employed. The BOARD reserves the right to require a health examination for any teacher, as the case may be, by such duly licensed physician as the BOARD may designate at its expense.
- (B) T.B. Test. Each teacher shall file with the BOARD a statement showing evidence of freedom from communicable tuberculosis in accordance with law. Such statement must be filed prior to the first day of school. The BOARD shall notify teachers that timely T.B. Test results must be filed with the Personnel Office and such notice will be sent to teachers no later than August 15.

## **Section 4. Open Personnel File**

- (A) A central personnel file for each teacher shall be maintained in the Superintendent's office.
- (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 answer shall be attached to the file copy.
- (D) The teacher may examine his file as to any materials placed in such file after initial employment, and he shall be permitted to reproduce any such material. Upon request a teacher shall be given a topical listing of the contents of his 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 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 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 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 with the appropriate administrator on at least two (2) different occasions regarding separate incidents.
  - (2) Conferred with the pupil, his parent(s), and where applicable, his counselor on at least one occasion regarding the pupil's disruptive behavior.
- (B) Upon a teacher's written identification of a disruptive pupil in his classroom, the pupil 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.
- (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 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 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 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 an opportunity, at his 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.
  - (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 request, after he 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 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 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.
- (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 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 teachers prior to the end of the school year.

**(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 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**

The appropriate administrator shall evaluate all teachers in his building in accordance with the following procedure.

**(A) Informal Evaluation of Probationary Teacher.**

- (1) He shall have at least two (2) informal conferences with the teacher prior to December 1 and prior to observation and evaluation. At these conferences the administrator and teacher shall discuss areas of mutual concern. At one of these conferences he shall make known to the teacher the general criteria by which he will evaluate the teacher.
- (2) The administrator shall then observe the teacher in a classroom setting at least once, for a complete lesson, with his primary attention focused on the areas of mutual concern discussed at the informal conferences.
- (3) The administrator's written report shall be compiled within ten (10) days of the observation and shall be directed towards improving the areas of mutual concern discussed at the informal conferences.
- (4) The administrator's written report shall be compiled within ten (10) days of the observation and shall be directed towards improving the areas of mutual concern discussed with, and observed by, the administrator.
- (5) The administrator shall discuss his report with the teacher and provide him with a copy of such report. In addition, he shall offer assistance to help such teacher become more effective. It is agreed that this report shall not become a part of a teacher's personnel file.

(B) Formal Evaluation of All Teachers

- (1) Another observation, which shall cover a complete lesson, and a written report shall be made by the administrator at a later date and shall constitute the formal evaluation. Such observation shall not take place less than ten (10) days after the conference specified in (A)(5) above.
- (2) In his report which shall be descriptive in form and based upon requirements and expectations established by the BOARD, he shall include his recommendation concerning probationary or tenure status for the teacher. If the administrator recommends a third year of probation or dismissal, his report shall also include the reason(s) for such recommendation.
  - (a) It is agreed that if the Superintendent concurs with an administrator's recommendation for a third year of probation or dismissal, he shall inform the FEDERATION of such fact prior to submitting it to the BOARD.
- (3) The administrator shall provide the teacher with a copy of such evaluation, and shall place the original copy in the personnel file of the teacher after it is signed by such teacher.
  - (a) Administrative Interns shall not participate in the formal evaluation of any teacher.

(C) Tenure Teacher

- (1) Each tenure teacher shall be formally evaluated upon his request within the academic school year of his request, provided such request is submitted at least thirty (30) days prior to the end of this school year.
- (2) All tenure teachers shall be formally evaluated at least once every three (3) years.
- (3) Tenure teachers shall be evaluated in accordance with (B)(2)(3) above. The administrator shall make known to the teacher, prior to observation, the general criteria by which he will evaluate each teacher.

(D) Ad Hoc Committee

- (1) When any teacher does not agree with the formal evaluation of his administrator, he may require an evaluation by an Ad Hoc Committee as provided below.
  - (a) He 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 choice.
  - (b) The administrator shall set up the Committee within one (1) week after such request has been made.



- (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:

- (A) Has received in writing the specific reasons for such action.
- (B) Has been accorded at his request a 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 (D) of this Agreement.
- (D) At any hearing(s) under this provision the affected teacher shall be entitled to FEDERATION representation at his request.
- (E) 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-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 during the school year shall be immediately posted for transfer. Any teacher who possesses the appropriate certification may apply and be interviewed for any position posted for transfer.
- (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.
- (7) All of the following factors will be considered in voluntary transfers:
  - (a) Training and qualifications of the teacher for the position (qualifications shall mean an evaluation of the teacher's total personnel file).
  - (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, children, as specifically expressed in the teacher's personnel file.
- (8) The teacher will be informed as to approval or denial of his request within a reasonable time after the selection process has been completed. If his request is denied he shall have, at his request, the opportunity to discuss the matter with the administrator. After such discussion the teacher will, at his 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 probationary period except when approval is granted by the Director of Personnel and Labor Relations. The Director of Personnel and Labor Relations 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 discretion, have a FEDERATION representative present.
- (C) **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 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 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 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 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.
  - (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 on any opening that may occur in the building, department, or grade level from which he has been transferred, providing that he 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 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 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.
- (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 current position.
- (2) Such a transfer may be initiated only after the following procedures have been complied with by the Superintendent or his 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 designee shall review the involved teacher's attempts to rectify the problem and present his conclusions in writing to the involved teacher at a subsequent conference.
  - (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) 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 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 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.
- (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 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 designee, shall meet with the FEDERATION to identify affected teachers in accordance with the following procedures.

(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 right to bump the lowest seniority teacher in another classification as follows:

- (1) Classification (a): if he is certified at least K-5
- (2) Classification (b): if he is certified at least K-8 all
- (3) Classification (c): if he is certified at least 7-8 all
- (4) Classification (c): if he 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 (d): if he is certified and has a specific certification endorsement in the special area.

- (c) A teacher may bump a teacher with less seniority if he 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 is to be laid off, the BOARD shall advise him of his 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 the response form provided, indicating he is interested in the opening, or he is not interested in the opening, or that he wishes at that time to voluntarily resign from the Lake Shore Public Schools, and/or he is not certified for the opening(s).



- (2) Any teacher failing to respond in some way to three consecutive recall notices shall be considered as having abandoned all employment and recall rights. He may apply for employment in the future but would be regarded as a new employee.
  - (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 in fact is the teacher recalled, and further, that he 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 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.
- (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)(1)(2)(3)(4)(5) 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 (C)(2)(b)(1)(2)(3)(4)(5) 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.
- (O) The Superintendent shall provide all teachers 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.

#### **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. Retirement**

Each teacher who reaches the age of 70 on or before June 30 of the current school year shall be retired on the following September 1.

### **Section 17. 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 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 previously acquired seniority as it pertains to ARTICLE III, Section 15.

### **Section 18. Health and Safety**

It shall be the right and obligation of each teacher to report any condition within the assigned teaching facility that he 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.

## **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. If for any reason a grade issued by a teacher should be altered by the Superintendent, the teacher shall be notified in writing as to the change and shall be offered a meeting with the Superintendent to discuss the reasons the change was made. The Personnel Office will keep on permanent file the teacher's objection to such alteration, if any. However, it is understood that the Superintendent's decision in this matter is not subject to the grievance procedure.
  - (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 completed by noon on the last record day. However, they shall not be required to have records completed until the close of the work day on the last record day.

**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) The teacher's day shall be six (6) hours exclusive of the lunch period. If the Board deems it necessary to change the present starting and ending times, it shall discuss such matter with the FEDERATION and give reasons therefore prior to implementing such change. Beginning with the 1991-92 school year the teacher's day shall be six (6) hours and five (5) 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 place of assignment until it is cleared and shall be back at his 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 building prior to the start of his assignment and, in order to ensure the proper supervision and safety of students, shall be at his place of assignment when the admittance bell rings. Each teacher shall remain in his building after the completion of his assignment.
- (4) Each teacher shall have a minimum average of fifty-five (55) 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) The teachers' average instructional day shall be five (5) hours and five (5) minutes for each day for a five day week. Average instructional day is defined as from tardy bell to lunch dismissal, lunch tardy bell to student dismissal, excluding special classes and recess. Beginning with the 1991-92 school year the teacher's average instructional day shall be five (5) hours and ten (10) minutes.
- (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 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) In the event elementary vocal music is reinstated, the teacher's unassigned time shall not be diminished.
  - (e) 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) Each kindergarten teacher shall have no more than two (2) classes each of which shall be no more than two (2) hours and thirty-five minutes in length. It is understood that during the time a kindergarten teacher is not assigned to classes, excluding lunch time, he shall be on unassigned time.

Typical Elementary Day

8:15 a.m.	Teachers Report
8:20 a.m.	Admittance Bell
8:25 a.m.	Tardy Bell
10:00 a.m.	Recess Begins
10:15 a.m.	Recess Ends
11:30 a.m.	Lunch
12:15 p.m.	Tardy Bell
2:50 p.m.	Students Dismissed
3:00 p.m.	Teachers may leave

- (B) Middle School. The teacher's day shall be six (6) hours and thirty-five (35) minutes, excluding the time set aside for a duty free lunch. Each teacher shall have six (6) assigned periods each school day and one (1) unassigned period. It is understood that each teacher shall be in his building at least fifteen (15) minutes prior to the start of his assignment and, in order to ensure the proper supervision and safety of students, shall be at his 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 assignment. Beginning with the 1991-92 school year the teacher's day shall be

six (6) hours and forty (40) minutes.

Typical Middle School Day

7:45 a.m.	Teachers Report
8:00 a.m. - 8:45 a.m.	1st Hour
8:50 a.m. - 9:35 a.m.	2nd Hour
9:40 a.m. - 10:25 a.m.	3rd Hour
10:30 a.m. - 11:55 a.m.	4th Hour
10:30 a.m. - 11:15 a.m.	Class A
11:20 a.m. - 11:55 a.m.	Lunch A
10:30 a.m. - 11:05 a.m.	Lunch B
11:10 a.m. - 11:55 a.m.	Class B
12:00 noon - 1:00 p.m.	5th Hour
1:05 p.m. - 1:50 p.m.	6th Hour
1:55 p.m. - 2:40 p.m.	7th Hour Conference
2:55 p.m.	Teachers May Leave

- (C) Senior High School. 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 five (5) assigned periods each school day and one (1) unassigned period. It is understood that each teacher shall be in his building at least fifteen (15) minutes prior to the start of his assignment and, in order to ensure the proper supervision and safety of students, shall be at his 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 assignment. Beginning with the 1991-92 school year the teacher's day shall be six (6) hours and forty-five (45) minutes.

High School Typical Day

8:00 a.m.	Teachers Report
8:15 a.m. - 9:10 a.m.	1st Hour
9:15 a.m. - 10:10 a.m.	2nd Hour
10:15 a.m. - 11:10 a.m.	3rd Hour
11:15 a.m. - 12:55 p.m.	4th Hour
11:15 a.m. - 11:45 a.m.	Lunch A
11:50 a.m. - 12:20 p.m.	Lunch B
12:25 p.m. - 12:55 p.m.	Lunch C
1:00 p.m. - 1:55 p.m.	5th Hour
2:00 p.m. - 2:55 p.m.	6th Hour
3:10 p.m.	Teachers May leave

- (D) Lengthening Time Between Class Periods. If the BOARD deems it necessary to lengthen the time between class periods in the middle school or high school, such times will be adjusted by decreasing the before and after school responsibility of teachers set forth in (B) and (C) above. However, the BOARD

shall discuss such matter with the FEDERATION and give reasons therefore prior to implementing such change.

- (E) **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.
- (F) **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 place of assignment until it is cleared and shall be at or moving to his place of assignment at least five (5) minutes before the start of such assignment.
- (G) **Leaving Building During Unassigned Period.** It is understood that no teacher shall leave his building during his 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 whereabouts and the nature of his business with the school office.
- (H) **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 daily rate of pay for each contract day or the per period substitute rate, whichever is greater.
- (I) **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 unassigned time because of his 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.

- (J) **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.

- (K) Each first grade teacher whose class size is twenty (20) or more shall be provided with the services of a substitute teacher for one day during the first week of school, the exact day to be arranged between the teacher and the principal.
- (L) Shortened Sessions for Kindergarten. Kindergarten classes shall be shortened to sessions of one (1) hour and forty-five (45) minutes for the first five (5) days of school for students.

### **Section 3. General Staff Meetings**

- (A) Teachers shall not be required to attend more than eight (8) 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 his 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 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 building's allocated instructional budget to be used by him for the purchase of specific classroom supplies necessary in his 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.

### **Section 5. Teacher Access to Work Stations**

A teacher, in order to further his service to the District in a manner consistent with



the BOARD'S Building Use Policy, shall be provided access to his work station during his normal working hours in a way which will permit him to carry out his normal work assignment. It is understood that a teacher will be granted access to his work station outside normal working hours only for school related activities and only with the written permission of his building principal, the Superintendent, or his 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 include but are not limited to the following:

1. Develop and schedule an appropriate curriculum program for each student assigned to his case load;
2. Monitor his students' records to determine progress towards promotion and/or graduation, grade placement, eligibility for interscholastic athletics and academic recognition;
3. Participate as an advocate for his students in those situations where the students need and request his assistance;
4. Serve as a liaison between the school and the home, communicating to the parents/guardians on the students school progress;
5. Maintain current information on vocational and advanced educational opportunities for students; and
6. Involve himself in the activities of county and state professional counseling and guidance organizations so as to keep his skills current.
7. Visit at least one (1) day per year a post high school educational facility. The counselor shall be released from school to meet this obligation.

(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.
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 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 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 designee will hold a meeting with each team to clarify the plan submitted and at that time he 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.

#### **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 deems it necessary, the building principal shall provide a teacher with released time for the purpose of attending meetings of the Educational Planning and Placement Committee. 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.
- (2) Special classes shall have the following maximum number of pupils:

Physical Education	40
Industrial Education	25
Home Economics	30
Art	25
Band	60
Jazz Ensemble	30
Vocal Music	60
Business Education	30
Vocational Education classes	- 24 unless a para professional - 30
- (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.
- (2) Special classes shall have the following maximum number of students:

Physical Education	40
Industrial Education	25
Mechanical Drawing	30
Home Economics	25
Art	25
Band	60
Vocal Music	45

#### (C) Elementary Schools

- (1) No kindergarten class shall exceed 28 students except as provided in (E) below.
- (2) No first grade class shall exceed twenty-nine (29) students except as provided in (E) below.
- (3) No elementary class, grades 2-5, shall exceed thirty (30) students except as provided in (E) below.
- (4) The BOARD agrees to ask for voluntary student transfers in the elementary sections K-5 which exceed 28 students in the kindergarten, 29 students in the first grade, and 30 students in grades 2-6.

(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, where ever possible.
- (E) Circumstances for which there may be exceptions to the limitations set forth in (A), (B) and (C) above:
- (1) When conformity to the class size limitations will result in placing a class or student on a curtailed or split schedule or would result in the establishment of split elementary class, or
- (2) When there is only one high school or middle school class available in a particular subject area or when a teacher states in writing that he is willing to accept additional students, or
- (3) When the BOARD cannot employ additional teachers and/or rent, lease, or buy additional classrooms because of its budgetary limitations, or
- (F) 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.
- (G) Methods by which the BOARD may meet the class size provisions set forth in (A), (B) and (C) above.
- (1) Change existing school boundary lines before the start of each school year, or
- (2) Bus students to schools outside of their attendance area if their parents agree, or
- (3) Hire additional staff if doing so would not exceed the District's budgetary limitations.
- (H) Equalization of Class Size
- (1) During the first three weeks of the school year and during the first three weeks of any class not beginning at the start of the school year, classes of the same elementary grade level(s) within a building shall be equalized as to class size. New enrollments as they arrive will be equally distributed among the classes as not to imbalance class size. However, it is understood that when an entire class attends another school and a special schedule is necessary for its attendance, the FEDERATION and the BOARD shall

negotiate upon the subject of exempting such class from the above equalization provision. It is further understood that disruptive or certified handicapped pupils are exempt from this provision (E)(1). However, the placement of such students will be made cooperatively with the building principal and the teachers at the appropriate grade level.

- (2) High School and Middle School. During the first two weeks of the school year and during the first two weeks of classes not commencing at the start of the school year, like classes scheduled during the same class period will be leveled to the extent possible and consistent with sound educational practices. New enrollments will be distributed to the extent possible and consistent with sound educational practice so as not to imbalance class size.

(I) 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 (2), (3) by four (4) students each at which time the affected classes shall be equalized according to the schedule listed below. (a) It is agreed that the equalization shall take place during the first three (3) weeks of the school year; (b) 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		Split Classes
1st Grade	2-5 Grades	
29	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.

(J) Class Size Review Board

- (1) The Class Size Review Board shall be made up of not more than six (6) teachers appointed by the FEDERATION. The Assistant Superintendent of Personnel and Labor Relations shall serve as a consultant to such Board. The function of the consultant is to provide information, explain and give insight as to the problem, and answer questions.

- (2) The Review Board shall be convened seven (7) school days before the end of the school year. The Review Board shall be given all information which the Board has available pertaining to enrollment, teacher allocations and class size projections for the following school year. If the Review Board submits a list of areas of concern to the Director of Personnel and Labor Relations before the end of the school year, such list will be reviewed with the building principals and additional information will be sought where needed.
- (3) The Assistant Superintendent of Personnel and Labor Relations shall meet with the Class Size Review Board when it reconvenes one week prior to the opening of school and report to it as to what factors have changed, if any, and what additional information has been gathered over the summer months regarding enrollments, staff allocations and class size projections. The Review Board shall reconvene one week prior to the start of second semester to review second semester class sizes.
- (4) The Review Board shall continue to meet regularly until it is ready to submit recommendations concerning class sizes for the entire School District. The Superintendent shall have one week to act on such recommendations after they are received from the Review Board.
  - (a) Any teacher who has an academic class or classes which exceeds the limitations set forth in (A) and (B) above or contend that their class contains students who placement is significantly inappropriate may have his problem taken up by the Review Board by personally appearing before such Board for the purpose of describing his problem and all of its surrounding circumstances.
  - (b) The Review Board shall be empowered to investigate excessive class size, and shall make recommendations for solutions to the Superintendent.

(K) 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 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 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 -- Three (3) afternoon and one (1) 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 Monday or 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.



(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 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 three (3) hours in length.
- (3) Kindergarten conferences. Conferences held during the day shall be rotated between mornings and afternoons so as not to lose an attendance day for kindergarten children.
- (4) No teacher shall be required to hold more than eight (8) conferences of twenty (20) minutes duration each at any morning, afternoon, or 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 work assignment for that morning, afternoon, or evening will be considered fulfilled provided he 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 third (3rd) hour, 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 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 third (3rd) hour, 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 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.

- (1) The building principal shall solicit recommendations from the teachers in his 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).
- (C) 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 decision in writing. It is understood that this provision is not subject to the grievance procedure.

#### **Section 6. Special Education Placement**

Whenever a child enrolled in our schools is transferred from a Level IV class, or is in the Resource Program, Level II or Level III, and a regular class, the Director of Special Education, through his professional staff, shall provide the following to the receiving teacher in the elementary schools, and the receiving teacher and the counselor in the secondary schools:

- (1) Pertinent information concerning such child (normally provided prior to placement).
- (2) Instructional materials the Director of Special Education deems available and appropriate.

#### **Section 7. Accompanists for Music Teachers**

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

#### **Section 8. 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 9. 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 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 10. 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.
  - (2) The Assistant Superintendent for Instruction, 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 11. 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 12. 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. Local Educational Conferences**

- (A) The BOARD agrees to allocate to each school building \$70.00 per teacher to be used for teacher attendance at local educational conferences. The Administration Building shall be designated as a school building for the purpose of receiving an allocation for all special area teachers who are not considered classroom teachers.
- (B) At the commencement of the school year the staff in each building shall determine the method and manner in which monies allocated for educational conferences shall be distributed within their building. Teachers shall obtain the prior approval of the building principal and Superintendent for attendance at such conference.
- (C) Teachers electing to attend an educational conference after normal school hours or on a non-scheduled workday shall receive an honorarium of \$22.50 for three (3) hours or less and \$45.00 for more than three (3) hours. All such conferences and honorariums must be first approved by the Assistant Superintendent for Instruction. All honorariums shall be paid from the allocation in (A) above.
- (D) Each building shall be allocated one (1) day per teacher for the purpose of obtaining substitutes when teachers attend local educational conferences, with \$45.00 being deducted from the above allocation for each day a teacher attends such a conference.

#### **Section 2. National Conferences**

- (A) The BOARD agrees to allocate \$17.00 per teacher to be used for attendance at national conferences.
- (B) A National Conference Committee shall be formed consisting of three teachers appointed by the FEDERATION and three administrators. The purpose of the

Committee is to make recommendations to the Superintendent relative to attendance at national conferences.

- (C) The Committee shall formulate its own rules and regulations for the operation of the Committee and establish procedures for implementing this provision. Teachers will be informed of such procedures.
- (D) After the Committee's recommendations are confirmed by the Superintendent the teachers selected will be notified and permitted to attend national conferences under this provision.

### **Section 3. Staff Development**

- (A) The BOARD agrees to allocate \$6.00 per teacher to be used for staff development activities.
- (B) A staff development committee composed of five teachers and two administrators shall be appointed to develop and supervise a comprehensive program of staff development.
- (C) The staff development plan, once developed, shall be subject to review and final approval by the Superintendent.

### **Section 4. Tuition Reimbursement**

- (A) The BOARD agrees to allocate the sum of \$30,000 per year for the next two contract years for the purpose of reimbursing teachers at the rate of \$60.00 per credit hour or \$65.00 per semester hour as the case may be for the actual tuition expenses incurred by teachers for academic courses completed during the contract years 1988-89 and 1989-90.
- (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 and he must submit a transcript of credits to the Personnel 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 VIII, 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 5. 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 duties for the remainder of the school year.

#### **Section 6. Released Time for Speaking Engagements**

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

#### **Section 7. 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 is qualified, as set forth in ARTICLE III, Section 14 (G)

of this Agreement.

(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 held if one is available. If no such position is available, he 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 would be recalled in accordance with ARTICLE III, Section 14 (G).
- (4) If a teacher while on such leave becomes identified for layoff, he would be recalled in accordance with ARTICLE III, Section 14 (G).

(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.
- (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 VIII, 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.
- (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 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.
- (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 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 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 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) Exchange Teacher. The BOARD may approve leave for an exchange teacher position for any tenure teacher in accordance with and subject to the conditions prescribed by Section 571 of the 1955 School Code of Michigan, as amended. The teacher while on exchange duty shall be entitled to the same compensation, rights and privileges, including retirement benefits, as if he had been continuously performing his normal duties as a teacher for the BOARD under this Agreement.

(G) 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 Peace Corps or Job Corps as a full-time participant in either program. Upon his return to teaching for the BOARD, the teacher shall be given credit for such period of leave on the salary schedule then in effect.

(H) 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 period of training and service in the military forces of the United States and he 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 own, additional experience credit, which is commensurate with the duration of such extended tour of duty, shall be granted.

(I) Teaching Assignment in a Foreign Country. A tenure teacher may be granted a leave of absence, without pay, not to exceed a period of two years for the purpose of accepting a teaching assignment in a foreign country. Upon the return to the School District, he shall be granted up to two years credit on the then existing salary schedule.

(J) 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 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 former position (grade level or subject) in his former building, provided that the teacher's program was approved by the Superintendent, prior to the commencement of the leave, as one directly related to his former position. It is understood that the teacher may, at that time, inform the Director of Personnel and Labor Relations, in writing, that he is willing to accept a different position and/or building.
  - (5) Not later than 60 days after the teacher returns to the District he 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 final report has been approved by the Superintendent.
- (K) 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.
- (L) 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 left, if one is available. If no such position is available he shall then be placed in another position, to be determined by the BOARD.

(M) 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.
  - (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 arisen 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 leave. However, teachers are encouraged to provide as much advance notification as possible.

## **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 his 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 days for the balance of that school year.
  - (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 work year and has used more days than he has earned, the excess day(s) shall be deducted from his last paycheck unless he has enough days in his 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 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 unassigned time until he has made up the number of periods he 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 scheduled salary and worker's compensation benefits up to the time he is eligible for Health and Accident Insurance. It is understood that a teacher must apply for worker's compensation benefits in order to receive his scheduled salary without charge to his sick and emergency leave days. Moreover, he 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 own negligence or contributory negligence, his 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 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 he 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.
  - (4) It is understood that a teacher who works less than a full year shall have his personal leave days prorated to the amount of time worked.
  - (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 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 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, wife, or husband.
  - (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 reasonably possible to do so.
- (D) Jury and Court Leave. Each teacher shall be excused from his 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 spouse. He shall be paid the difference between his regular salary and such amount as he may receive as juror or witness fees.
- (E) Selective Service Physical Examination Leave. 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 Bank shall be funded by the BOARD.
- (2) A teacher must be out of work due to sickness or injury for at least ten (10) consecutive days and he must have exhausted the current year's sick leave days before he is eligible to receive any days from the Bank.
  - (a) 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 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.
  - (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 ten (10) consecutive days, and has exhausted his current sick days, and has met all of the above application requirements, he may begin drawing a day from the Bank for each consecutive day he remains absent from work thereafter due to illness or injury. He may continue drawing days from the Bank until such time as he 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 shall be entitled to the same position he occupied prior to the illness or disability, provided that he has furnished the Superintendent with medical evidence of his fitness to resume his 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.
- (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 his 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.
  - (4) 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:
  - (1) Department Head positions shall be posted every two (2) years (next posting will be in April or May, 1987, for the 1987-88 school year). No teacher may hold a Department Head position for more than four (4) consecutive years unless there is no other applicant(s) at the conclusion of the four-year period.
  - (2) All other positions shall be posted every three (3) years (next posting will be in April or May, 1987, for the 1987-88 school year).
  - (3) Each teacher who is currently assigned to the position may reapply for such position when the above postings occur.
  - (4) 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 his decision, provided that the applicant has first discussed the matter with such administrator.
- (F) Selection of Department Chairmen
  - (1) Qualifications
    - (a) M.A. (M.A. in appropriate area preferred).
    - (b) Minimum of three (3) years experience.
      - (1) Experience shall mean years of teaching in the related field plus a total evaluation of the personnel file.

- (c) Other outstanding qualities may be substituted for either or both of the above qualifications.
  - (d) The building administrator shall make his selection in a fair and reasonable manner.
- (2) General Duties (Secondary)
- (a) Provide leadership for the teachers in his department.
  - (b) At the beginning of each year he shall inform the principal of his department goals and objectives.
  - (c) He shall coordinate programs and materials within his department.
  - (d) He shall serve as the instructional liaison between the teachers of the department and the administration.
  - (e) He shall assist teachers in his department when such assistance is needed.
  - (f) Other specific duties as set forth in Appendix F.
  - (g) Department chairmen shall not be considered supervisory employees.
- (3) Duties for Elementary Building Chairman
- (a) Job specifications for Elementary Building Chairman will be developed cooperatively by the building principal and his 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 position during the term of such program without first having had any specific inadequacies written out for him 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 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.
- (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.

#### **(B) 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.
- (2) 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.
- (D) When an elementary teacher must substitute for an elementary specialist in his classroom, he shall make a reasonable effort to teach the particular subject for which he is required to substitute.
- (E) Payment for each month's substituting shall be included on the second paycheck in February and June.
- (F) No teacher shall be required to assume the responsibilities of an administrator during his 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;
  - (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 and their eligible dependents as defined by the United States Internal Revenue Service, Blue Cross/Blue Shield (rather, the BOARD'S carrier's provisions of equal to or in excess of the following) MVF-1 with Master Medical; ML; PPNV-1; D45NM; PD (\$3.00 Deductible); FAE-RC and PCES-1 & PCES-2.

(2) To be eligible for the above coverage, teachers must be able to meet the "at work" requirement with the 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.

(3) It is the teacher's responsibility to report to the Personnel 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 Blue Preferred Plan (Prudent Purchaser Organization - PPO) or the BC/BS Blue Care Network (HMO). The election may be made or changed during the fall enrollment period.

(5) For those teachers selecting the Blue Care Network plan, the BOARD shall pay the additional premium for family continuation coverage for 19-25 year old full-time student dependents.

- (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.

- (E) 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 I Benefits 100%; Type II Benefits 85%; Type III Benefits 70% of all covered expenses up to a maximum of \$1,000.00 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	\$36.00
(2)	Lenses	
	Single Vision (two lenses)	\$36.00
	Bifocal (two lenses)	\$60.00
	Trifocal (two lenses)	\$90.00
	Contacts (two lenses)	\$66.00
(3)	Frames	\$30.00

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 continue to make available the investment by teachers in the tax sheltered annuity program utilizing the following companies: Bankers, Equitable Life, Great West, New York Life, and Washington National.

All companies holding contracts through the School District with currently working teachers will also be continued. New teachers who hold contracts with companies other than those listed above may retain such carriers.

(B) Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office during the first two full weeks of either semester (or within the first two weeks after the contract ratification with deductions beginning as soon as possible).

- (C) A teacher may, at any one time between enrollment periods, decrease his deduction by notifying the Business Office at least two weeks prior to the date the change is to take effect.
- (D) Commencing not later than the 1985-86 school year, deductions will begin on the first pay of October and March and will continue to be made on the first and second pay of each month thereafter. For teachers paid in 21 installments, deductions will be made on a 10-month basis.
- (E) Payroll deductions shall continue until written notice is submitted to the Business Office indicating a termination of such deductions.

#### **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 from the 1970-71 school year through the present (up to a maximum of 30 days) shall, upon termination of service with the District, be paid for such days at the rate of 20% of the teacher's last regular daily rate (based on a 185-day school year) or at the rate established in ARTICLE VII, Section 3 (H), whichever is greater.
  - (2) Any teacher who has accumulated personal leave days from the 1969-70 school year shall be paid an amount equal to 80% of the teacher's unused personal leave days paid at the daily rate of the teacher's last annual salary (based on a 185-day school year) upon termination of service with the District.
  - (3) Any teacher who accumulated leave days prior to July 1, 1969, shall be paid an amount equal to 20% of the teacher's last regular daily rate (based on a 185-day school year) upon termination of service with the District.
  - (4) Any teacher who is retiring from gainful employment in the District, such severance pay shall be an amount equal to 30% of such accumulated leave days.
- (B) It is understood that effective July 1, 1970 all accumulated sick leave and personal leave days accumulated prior to such date shall be frozen for the purpose of paying severance pay in the future. This means that the number of accumulated days (sick leave and personal leave) cannot become greater than the number certified on September 1, 1970. However, such certified number can decrease through the use of such days when a teacher exhausts his leave days for the current year and has a need for additional days.
- (C) Severance pay on the accumulated sick leave and personal leave days that are frozen will be paid in accordance with the above provisions.



### **Section 8. Severance Pay Prior to Severance**

- (A) Each teacher who reaches the age of 55 years may draw 20% of his accumulated leave bank days (days accumulated prior to July 1, 1970) each year thereafter.
- (B) A teacher's request for payment must be submitted to the Business 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 8, of this Agreement.
- (D) It is understood that once payment is made, the days paid upon can no longer be used for sick leave purposes and the teacher's accumulated leave bank will be reduced accordingly.

### **Section 9. Pay Periods**

- (A) Each teacher shall have the option of receiving his salary in 21 or 26 installments, on a bi-weekly basis.
- (B) Any teacher who receives his salary in 26 installments may draw his summer pay by notifying the Business Office two weeks prior to the date that such payment is to be made. It is understood that the amount of summer pay to be withdrawn shall equal the amount earned up to the date of withdrawal.
- (C) Once a teacher draws upon his summer pay the remainder of his salary shall be recomputed and paid in equal installments from two weeks after the date of withdrawal until the last pay of the 21 pay period.
- (D) Any teacher who requests to change his number of pays or requests to withdraw his 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 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 8 and 9 of this Agreement.

### **Section 11. Transportation**

- (A) Each teacher who is required to use his personal automobile will be paid at the end of each semester upon submission of a voucher to the office of the Director

of Business Affairs at the rate of 20 cents per mile for all miles necessarily traveled in the course of performing his 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 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 his number of leave days shall be prorated to the amount of time worked.
- (B) For each teacher who is employed half-time or less, the BOARD'S contribution for Group Term Life Insurance and Hospitalization and Medical Insurance shall be determined by that portion of a full workload which is carried by such teacher. The teacher, if he wishes to participate in either or both of these benefits, shall pay the difference in premium(s) in accordance with rules and regulations to be established by the Business Office.
- (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.
- (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. Selection of Driver Education Teachers**

- (A) Notification of available driver education teaching positions shall be part of the annual April 1 spring posting of vacant positions. Interested teachers will apply to the office of the high school principal.
- (B) If there are more qualified applicants than there are available positions, preference shall be given in the following order:
  - (1) Teachers who are properly certified to teach driver education.
  - (2) Teachers who have taught in the program within the last 3 years.
  - (3) Teachers who have taught in the program the greatest number of years. A year shall be considered one or more sessions during any contract year.
  - (4) Above factors being equal, preference will be given to applicants with the greatest District seniority.

#### **Section 16. 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 17. 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 18. 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.
- (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 19. Released Time for Voluntary Elementary Camping Program**

Each teacher who volunteers for the Elementary 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 complaint to the appropriate administrator within eleven (11) school days, but in no event later than June 30, of the current school year, after he has been aggrieved by a presently occurring incident or condition which is the basis for his complaint. The administrator shall schedule a conference to attempt to resolve the complaint within five (5) school days after he has received such a complaint. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) school days following the conference.
- (B) **Step Two.** If the aggrieved teacher desires to pursue his complaint further, he must appeal in writing to the Superintendent within five (5) school days after receiving a copy of the decision rendered under Step One of this procedure. The Superintendent or his designated representative shall schedule a conference to attempt to resolve the complaint within five (5) school days after the appeal is received. A written decision on the matter shall be given to the teacher and FEDERATION within five (5) days following the conference.
- (C) **Step Three.** If the aggrieved teacher desires to pursue his complaint further, he must appeal 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 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.

- (6) It shall be the function of the Arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of any of the terms of this Agreement.
  - (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His 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 has jurisdiction to act, and if he finds that he 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 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 place, with his consent. The appropriate administrator, upon receiving a grievance, shall

notify the FEDERATION as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the FEDERATION unless the FEDERATION, in writing, has waived its right to be present or fails to attend the conference.

- (B) Each grievance or appeal shall, on forms printed by the BOARD and available through the FEDERATION, set forth specifically or by reference to the original grievance, who the grievant is, what provision of this Agreement or policy, rule, regulation, or practice is alleged to have been violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant himself, and the relief requested.
- (C) At any conference under this grievance procedure, the teacher, FEDERATION, and BOARD, may have present any and all witnesses they desire. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
- (D) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, 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 Board of Education itself shall fail to hear a grievance within the specified time limits, 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.
- (F) Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each teacher who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.
- (G) Each conference conducted under the grievance procedure shall be conducted as a private conference 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 own initiative, attempt to discuss that grievance with the teacher(s) involved at a time other than during conferences or hearings provided for in the grievance procedure.
- (J) Any individual employee may present grievances to his supervisor and have the 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 September 1, 1990 for a term of three (3) years and shall expire at 11:59 p.m., Eastern Standard Time on August 31, 1993.
- (B) The parties agree to undertake negotiations for a new Collective Bargaining Agreement no later than May 15, 1993.

### **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.
- (5) 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 shall furnish to the other a written notice of such change.

Board of Education  
Lake Shore Public Schools  
30401 Taylor  
St. Clair Shores, MI 48082

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 1, 1990.

BOARD OF EDUCATION  
LAKE SHORE PUBLIC SCHOOLS

Keith E. Schoenherr, President

Gerard M. Smigielski, Secretary

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

Laurence Huntington, President

Sheila Stevens, Secretary-Treasurer

**APPENDIX A  
LAKE SHORE PUBLIC SCHOOLS  
SCHOOL CALENDAR - 1990-91**

**FIRST SEMESTER**

MON.	Sept. 3	Labor Day
TUES.	Sept. 4	Teachers report.
WED.	Sept. 5	Students report.
FRI.	Nov. 9	End of first marking period.
WED.	Nov. 21	Half day.
THURS.	Nov. 22	Thanksgiving recess.
FRI.	Nov. 23	Thanksgiving recess.
MON.	Nov. 26	School resumes.
FRI.	Dec. 21	Christmas recess (at close of school day).
MON.	Jan. 7	School resumes.
FRI.	Jan. 25	End of semester (record half day). Half day for students.

**SECOND SEMESTER**

MON.	Jan. 28	Second semester begins.
FRI.	Feb. 22	Mid-winter break.
MON.	Feb. 25	Mid-winter break.
THURS.	Mar. 28	Half day Spring Break begins (at noon).
MON.	Apr. 8	School resumes.
FRI.	Apr. 12	End of third marking period.
MON.	May 27	Memorial Day (school closed).
THURS.	June 13	Half day for students.
FRI.	June 14	Record day.

**Snow Day Provision:** The number of instructional days falling below that number required by the current school aid bill, as a result of emergency dismissal of school because of severe storms, fires, epidemics, or health and safety conditions shall be made up by additional day or days at the end of the school year. Make-up days shall be scheduled outside of the contractual work days and shall not result in increased compensation.

The BOARD assures that the buildings will open on August 27, 1990 and remain open through June 19, 1991 so teachers may work in their classrooms.

The first teachers' paycheck for the 1990-91 school year should be dated and distributed on September 7, 1990.

**APPENDIX A**  
**LAKE SHORE PUBLIC SCHOOLS**  
**SCHOOL CALENDAR - 1991-92**

**FIRST SEMESTER**

MON.	Sept. 2	Labor Day
TUES.	Sept. 3	Teacher report.
WED.	Sept. 4	Students Return.
FRI.	Nov. 8	End of first marking period.
WED.	Nov. 27	Half day.
THURS.	Nov. 28	Thanksgiving recess.
FRI.	Nov. 29	Thanksgiving recess.
MON.	Dec. 2	School resumes.
FRI.	Dec. 20	Christmas recess (at close of school day).
MON.	Jan. 6	School resumes.
FRI.	Jan. 24	End of semester (record half day). Half day for students.

**SECOND SEMESTER**

MON.	Jan. 27	Second semester begins.
FRI.	Feb. 21	Mid-winter break.
MON.	Feb. 24	Mid-winter break.
FRI.	Apr. 10	End of third marking period.
THURS.	Apr. 16	Half day Spring Break begins (at noon).
MON.	Apr. 27	School resumes.
MON.	May 25	Memorial Day (school closed).
THURS.	June 11	Half day for students.
FRI.	June 12	Record day.

**Snow Day Provision:** The number of instructional days falling below that number required by the current school aid bill, as a result of emergency dismissal of school because of severe storms, fires, epidemics, or health and safety conditions shall be made up by additional day or days at the end of the school year. Make-up days shall be scheduled outside of the contractual work days and shall not result in increased compensation.

The BOARD assures that the buildings will open on August 26, 1991 and remain open through June 17, 1992 so teachers may work in their classrooms.

**APPENDIX A  
LAKE SHORE PUBLIC SCHOOLS  
SCHOOL CALENDAR - 1992-93**

**FIRST SEMESTER**

MON.	Sept. 7	Labor Day
TUES.	Sept. 8	Teachers report.
WED.	Sept. 9	Students report.
FRI.	Nov. 13	End of first marking period.
WED.	Nov. 25	Half day.
THURS.	Nov. 26	Thanksgiving recess.
FRI.	Nov. 27	Thanksgiving recess.
MON.	Nov. 30	School resumes.
FRI.	Dec. 18	Christmas recess (at close of school day).
MON.	Jan. 4	School resumes.
FRI.	Jan. 29	End of semester (record half day). Half day for students.

**SECOND SEMESTER**

MON.	Feb. 1	Second semester begins.
FRI.	Feb. 19	Mid-winter break.
MON.	Feb. 22	Mid-winter break.
THURS.	Apr. 8	Half day Spring Break begins (at noon).
MON.	Apr. 19	School resumes.
FRI.	Apr. 23	End of third marking period.
MON.	May 31	Memorial Day (school closed).
THURS.	June 17	Half day for students.
FRI.	June 18	Record day.

**Snow Day Provision:** The number of instructional days falling below that number required by the current school aid bill, as a result of emergency dismissal of school because of severe storms, fires, epidemics, or health and safety conditions shall be made up by additional day or days at the end of the school year. Make-up days shall be scheduled outside of the contractual work days and shall not result in increased compensation.

The BOARD assures that the buildings will open on August 31, 1992 and remain open through June 23, 1993 so teachers may work in their classrooms.

APPENDIX B

TEACHERS' SALARY SCHEDULE -- 1990-91

STEP	B.A.	M.A.	ED/S--2ND M.A.
1	21,808	23,646	24,721
2	23,245	25,196	26,268
3	24,390	26,572	27,648
4	25,652	28,063	29,139
5	26,971	29,669	30,747
6	28,463	31,396	32,470
7	30,074	33,253	34,327
8	31,794	35,350	36,425
9	33,687	37,705	38,791
10	35,639	40,400	41,477
11	37,758	43,504	44,579

**APPENDIX B**  
**TEACHERS' SALARY SCHEDULE -- 1991-92**

<b>STEP</b>	<b>B.A.</b>	<b>M.A.</b>	<b>ED/S--2ND M.A.</b>
1	23,116	25,065	26,204
2	24,640	26,708	27,844
3	25,853	28,166	29,307
4	27,191	29,747	30,887
5	28,589	31,449	32,592
6	30,171	33,280	34,418
7	31,878	35,248	36,387
8	33,702	37,471	38,611
9	35,708	39,967	41,118
10	37,777	42,824	43,966
11	40,023	46,114	47,254

**APPENDIX B**

**TEACHERS' SALARY SCHEDULE -- 1992-93**

STEP	B.A.	M.A.	ED/S--2ND M.A.
1	24,503	26,569	27,776
2	26,118	28,310	29,515
3	27,404	29,856	31,065
4	28,822	31,532	32,740
5	30,304	33,336	34,548
6	31,981	35,277	36,483
7	33,791	37,363	38,570
8	35,724	39,719	40,928
9	37,850	42,363	43,585
10	40,044	45,393	46,604
11	42,424	48,881	50,089

June, 1993 (Payout)

1	25,116 (613)	27,233 (664)	28,470 (694)
2	26,771 (653)	29,018 (708)	30,470 (738)
3	28,089 (685)	30,602 (746)	31,841 (777)
4	29,543 (721)	32,320 (788)	33,559 (819)
5	31,062 (758)	34,169 (833)	35,412 (864)
6	32,781 (800)	36,159 (882)	37,395 (912)
7	34,636 (845)	38,297 (934)	39,534 (964)
8	36,617 (893)	40,712 (993)	41,951 (1,023)
9	38,796 (946)	43,424 (1,059)	44,675 (1,090)
10	41,045 (1,001)	47,663 (1,135)	47,769 (1,165)
11	43,485 (1,061)	50,103 (1,222)	51,341 (1,252)



## APPENDIX B

### TEACHERS' SALARY SCHEDULE -- 1990-91, 1991-92, AND 1992-93

- (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 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 four (4) years on the salary schedule. For less than a full school year, credit will be rounded off to the nearest half year or full year, whichever is applicable, and shall be paid accordingly.

- (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 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 advanced degree and shall be paid over the remaining pay periods.

- (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 received during the 1972-73 school year. New teachers hired in the above areas will not receive a differential.

- (6) Longevity Pay. Each teacher shall receive an annual increment of \$650.00 after completing 15, 19, and 23 years of service with the School District. Each teacher must complete four (4) semester hours or six (6) credit hours before he is eligible to receive his next longevity increment. The computations for determining eligibility for such longevity pay shall be made on September 1st of

each school year. State Board of Education CEU's will be accepted for the purpose of qualifying for longevity increments. Three (3) SB-CEU's equal one (1) semester hour.

- (7) Beginning with the 1991-92 school year, if the teacher has completed the eligibility requirements necessary to receive the previous three increments, he/she shall receive an additional increment at the 28th year of service in the amount of \$650.00.

APPENDIX C  
EXTRA CURRICULAR PROGRAMS AND COMPENSATION  
1990-91 SCHOOL YEAR

(A) High School Activities:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Senior Advisor	\$901.00	2
Debate	91.00	1
Forensics	301.00	1
Dramatics	1,442.00 (per prod., max. 2)	1
Newspaper	180.00 (per issue, max. 6)	1
Student	1,082.00	1
Yearbook	2,162.00	1
Band	1,922.00	1
Spars	600.00	1
Vocal Music	1,082.00	1
Junior Advisor	481.00	1
Sophomore Advisor	240.00	1
Freshman Advisor	240.00	1
National Honor Society	600.00	1

(B) Driver Education:

Driver Education teachers (summer or school year) shall be compensated at the rate of \$14.42 per hour. If a teacher is appointed to coordinate the Driver Education Program, he shall be compensated at the rate of \$721.00 per year.

(C) School Activities -- Grades K-8:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Drama Grades 7-8	\$642.00 (per prod., max. 2)	1
*Band Grades 7-8	961.00	1
*Band Grades 5-6	600.00	1
*Vocal Music Grades 7-8	481.00	1
Yearbook Grades 7-8	721.00	1
Newspaper Grades 7-8	91.00 (per issue, max. 6)	1
Jr. Natl. Honor Society Grades 7-8	421.00	1
Student Council Grades 7-8	421.00	1
Bus Supervisor	1,119.00	1
Service Squad	661.00	1
Safety Patrol	727.00	1
Building Chairperson Grades K-6	1,201.00	1
Student Council Grades K-66	421.00	1
*Vocal Music (Elementary)	840.00	1

\*Note: It is understood that each of the activities marked with an asterisk above will involve after school activities established in cooperation with the Building Principal at the time of assignment.

(D) District Wide Activities:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Instrumental Music Coordinator	\$961.00	1
Teacher Consultant Coordinator	3,000.00	3 FTE

(E) Department Chairman -- High School:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Foreign Language	\$600.00	1
Physical Education	600.00	1
Counseling	600.00	1
Special Education	600.00	1
Art	1,201.00	1
Math	1,201.00	1
Social Studies	1,201.00	1
Home Economics	1,201.00	1
Business Education	1,801.00	1
Industrial Education	1,801.00	1
English	1,801.00	1
Science	1,801.00	1

(F) Department Chairman -- Grades 7-8:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Science	\$361.00	1
English	361.00	1
Industrial Arts	240.00	1
Home Economics	240.00	1
Social Studies	361.00	1
Art	240.00	1
Math	361.00	1
Counseling	240.00	1
Physical Education	240.00	1

(G) Coaching -- High School:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Football		
Head Coach	\$3,107.00	1
Assistant Coach	1,999.00	5
Basketball - Boys		
Head Coach	3,107.00	1
Assistant Coach	1,999.00	2
Basketball - Girls		
Head Coach	2,219.00	1
Assistant Coach	1,334.00	1

Soccer - Boys		
Varsity	2,219.00	1
Jr. Varsity	1,334.00	1
Soccer - Girls - Varsity	2,219.00	1
Wrestling		
Head Coach	2,219.00	1
Assistant Coach	1,334.00	1
Swimming - Boys	2,219.00	1
Swimming - Girls	2,219.00	1
Track		
Head Coach	2,219.00	1
Assistant Coach	1,334.00	3
Cross Country	1,334.00	1
Baseball - Boys		
Head Coach	2,219.00	1
Assistant Coach	1,334.00	1
Softball - Girls		
Head Coach	2,219.00	1
Assistant Coach	1,334.00	1
Volleyball - Girls		
Head Coach	2,219.00	1
Assistant Coach	1,334.00	1
Cheerleaders - Varsity	600.00	1
Cheerleaders - J.V.	481.00	1

(H) Coaching - Grades 7-8:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Football		
Head Coach	\$1,557.00	1
Assistant Coach	1,334.00	1
Basketball - Boys Grade 7	1,008.00	1
Basketball - Boys Grade 8	1,008.00	1
Basketball - Girls Grade 7-8	1,008.00	1
Volleyball - Girls Grade 7-8	1,008.00	1
Cheerleaders	481.00	1

Notes:

- (1) It is understood the rates of compensation set forth in this section are established for the 1990-91 through 1992-93 school years.
- (2) Activities approved, instituted and funded by external resources prior to the ratification of this section shall remain in effect.
- (3) Department Head appointments will be based upon a minimum of three (3) class sections at the High School and four (4) class sections at the 7th and 8th grade schools.

- (4) The High School Band Director shall be paid for eighty (80) hours at the summer school hourly rates of pay for carrying out his responsibilities in conducting a Board approved summer band camp. It is further understood that two Assistant Band Directors will be paid for thirty (30) hours at the summer school hourly rate of pay for responsibilities connected with the summer band camp.
- (5) It is agreed that positions reinstated, posted and assigned will be permitted to continue for the length of the season or school year during which they were approved.
- (6) Elementary Building Chairperson positions shall be posted to teachers of the respective buildings in accordance with Article VIII, Section 2 (B)(1) of this agreement. It is understood that the current Building Chairperson may reapply for such position.
- (7) It is understood and agreed that the position of Department or Building Chairperson shall not be considered an activity. Thus, a teacher in the secondary schools may be assigned two activities in addition to a Department Chairpersonship. In the elementary schools a teacher may be assigned one activity in addition to Building Chairpersonship.

**APPENDIX C  
EXTRA CURRICULAR PROGRAMS AND COMPENSATION  
1991-92 SCHOOL YEAR**

(A) High School Activities:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Senior Advisor	\$955.00	2
Debate	96.00	1
Forensics	319.00	1
Dramatics	1,529.00 (per prod., max. 2)	1
Newspaper	191.00 (per issue, max. 6)	1
Student	1,147.00	1
Yearbook	2,292.00	1
Band	2,037.00	1
Spars	636.00	1
Vocal Music	1,147.00	1
Junior Advisor	510.00	1
Sophomore Advisor	254.00	1
Freshman Advisor	254.00	1
National Honor Society	636.00	1

(B) Driver Education:

Driver Education teachers (summer or school year) shall be compensated at the rate of \$15.28 per hour. If a teacher is appointed to coordinate the Driver Education Program, he shall be compensated at the rate of \$764.00 per year.

(C) School Activities -- Grades K-8:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Drama Grades 7-8	\$701.00 (per prod., max. 2)	1
*Band Grades 7-8	1,019.00	1
*Band Grades 5-6	636.00	1
*Vocal Music Grades 7-8	510.00	1
Yearbook Grades 7-8	764.00	1
Newspaper Grades 7-8	96.00 (per issue, max. 6)	1
Jr. Natl. Honor Society Grades 7-8	446.00	1
Student Council Grades 7-8	446.00	1
Bus Supervisor	1,186.00	1
Service Squad	701.00	1
Safety Patrol	771.00	1
Building Chairperson Grades K-6	1,273.00	1
Student Council Grades K-66	446.00	1
*Vocal Music (Elementary)	890.00	1

\*Note: It is understood that each of the activities marked with an asterisk above will involve after school activities established in cooperation with the Building Principal at the time of assignment.

(D) District Wide Activities:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Instrumental Music Coordinator	\$1,018.00	1

(E) Department Chairman -- High School:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Foreign Language	\$636.00	1
Physical Education	636.00	1
Counseling	636.00	1
Special Education	636.00	1
Art	1,273.00	1
Math	1,273.00	1
Social Studies	1,273.00	1
Home Economics	1,273.00	1
Business Education	1,909.00	1
Industrial Education	1,909.00	1
English	1,909.00	1
Science	1,909.00	1

(F) Department Chairman -- Grades 7-8:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Science	\$383.00	1
English	383.00	1
Industrial Arts	254.00	1
Home Economics	254.00	1
Social Studies	383.00	1
Art	254.00	1
Math	383.00	1
Counseling	254.00	1
Physical Education	254.00	1

(G) Coaching -- High School:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Football		
Head Coach	\$3,293.00	1
Assistant Coach	2,119.00	5
Basketball - Boys		
Head Coach	3,293.00	1
Assistant Coach	2,119.00	2
Basketball - Girls		
Head Coach	2,352.00	1
Assistant Coach	1,414.00	1



Soccer - Boys		
Varsity	2,352.00	1
Jr. Varsity	1,414.00	1
Soccer - Girls - Varsity	2,352.00	1
Wrestling		
Head Coach	2,352.00	1
Assistant Coach	1,414.00	1
Swimming - Boys	2,352.00	1
Swimming - Girls	2,352.00	1
Track		
Head Coach	2,352.00	1
Assistant Coach	1,414.00	3
Cross Country	1,414.00	1
Baseball - Boys		
Head Coach	2,352.00	1
Assistant Coach	1,414.00	1
Softball - Girls		
Head Coach	2,352.00	1
Assistant Coach	1,414.00	1
Volleyball - Girls		
Head Coach	2,352.00	1
Assistant Coach	1,414.00	1
Cheerleaders - Varsity	636.00	1
Cheerleaders - J.V.	510.00	1

(H) Coaching - Grades 7-8:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Football		
Head Coach	\$1,650.00	1
Assistant Coach	1,414.00	1
Basketball - Boys Grade 7	1,068.00	1
Basketball - Boys Grade 8	1,068.00	1
Basketball - Girls Grade 7-8	1,068.00	1
Volleyball - Girls Grade 7-8	1,068.00	1
Cheerleaders	510.00	1

Notes:

- (1) It is understood the rates of compensation set forth in this section are established for the 1990-91 through 1992-93 school years.
- (2) Activities approved, instituted and funded by external resources prior to the ratification of this section shall remain in effect.
- (3) Department Head appointments will be based upon a minimum of three (3) class sections at the High School and four (4) class sections at the 7th and 8th grade schools.

- (4) The High School Band Director shall be paid for eighty (80) hours at the summer school hourly rates of pay for carrying out his responsibilities in conducting a Board approved summer band camp. It is further understood that two Assistant Band Directors will be paid for thirty (30) hours at the summer school hourly rate of pay for responsibilities connected with the summer band camp.
- (5) It is agreed that positions reinstated, posted and assigned will be permitted to continue for the length of the season or school year during which they were approved.
- (6) Elementary Building Chairperson positions shall be posted to teachers of the respective buildings in accordance with Article VIII, Section 2 (B)(1) of this agreement. It is understood that the current Building Chairperson may reapply for such position.
- (7) It is understood and agreed that the position of Department or Building Chairperson shall not be considered an activity. Thus, a teacher in the secondary schools may be assigned two activities in addition to a Department Chairpersonship. In the elementary schools a teacher may be assigned one activity in addition to Building Chairpersonship.

**APPENDIX C  
EXTRA CURRICULAR PROGRAMS AND COMPENSATION  
1992-93 SCHOOL YEAR**

(A) High School Activities:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Senior Advisor	\$1,037.00	2
Debate	105.00	1
Forensics	346.00	1
Dramatics	1,662.00 (per prod., max. 2)	1
Newspaper	207.00 (per issue, max. 6)	1
Student	1,246.00	1
Yearbook	2,491.00	1
Band	2,213.00	1
Spars	691.00	1
Vocal Music	1,246.00	1
Junior Advisor	555.00	1
Sophomore Advisor	276.00	1
Freshman Advisor	276.00	1
National Honor Society	691.00	1

(B) Driver Education:

Driver Education teachers (summer or school year) shall be compensated at the rate of \$16.60 per hour. If a teacher is appointed to coordinate the Driver Education Program, he shall be compensated at the rate of \$830.00 per year.

(C) School Activities -- Grades K-8:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Drama Grades 7-8	\$762.00 (per prod., max. 2)	1
*Band Grades 7-8	1,107.00	1
*Band Grades 5-6	691.00	1
*Vocal Music Grades 7-8	555.00	1
Yearbook Grades 7-8	830.00	1
Newspaper Grades 7-8	105.00 (per issue, max. 6)	1
Jr. Natl. Honor Society Grades 7-8	485.00	1
Student Council Grades 7-8	485.00	1
Bus Supervisor	1,257.00	1
Service Squad	762.00	1
Safety Patrol	837.00	1
Building Chairperson Grades K-6	1,383.00	1
Student Council Grades K-6	485.00	1
*Vocal Music (Elementary)	967.00	1

\*Note: It is understood that each of the activities marked with an asterisk above will involve after school activities established in cooperation with the Building Principal at the time of assignment.

(D) District Wide Activities:

<u>Activity</u>	<u>Compensation</u>	<u>Assigned</u>
Instrumental Music Coordinator	\$1,106.00	1

(E) Department Chairman -- High School:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Foreign Language	\$691.00	1
Physical Education	691.00	1
Counseling	691.00	1
Special Education	691.00	1
Art	1,383.00	1
Math	1,383.00	1
Social Studies	1,383.00	1
Home Economics	1,383.00	1
Business Education	2,075.00	1
Industrial Education	2,075.00	1
English	2,075.00	1
Science	2,075.00	1

(F) Department Chairman -- Grades 7-8:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Science	\$416.00	1
English	416.00	1
Industrial Arts	276.00	1
Home Economics	276.00	1
Social Studies	416.00	1
Art	276.00	1
Math	416.00	1
Counseling	276.00	1
Physical Education	276.00	1

(G) Coaching -- High School:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Football		
Head Coach	\$3,578.00	1
Assistant Coach	2,302.00	5
Basketball - Boys		
Head Coach	3,578.00	1
Assistant Coach	2,302.00	2
Basketball - Girls		
Head Coach	2,555.00	1
Assistant Coach	1,536.00	1

Soccer - Boys		
Varsity	2,555.00	1
Jr. Varsity	1,536.00	1
Soccer - Girls - Varsity	2,555.00	1
Wrestling		
Head Coach	2,555.00	1
Assistant Coach	1,536.00	1
Swimming - Boys	2,555.00	1
Swimming - Girls	2,555.00	1
Track		
Head Coach	2,555.00	1
Assistant Coach	1,536.00	3
Cross Country	1,536.00	1
Baseball - Boys		
Head Coach	2,555.00	1
Assistant Coach	1,536.00	1
Softball - Girls		
Head Coach	2,555.00	1
Assistant Coach	1,536.00	1
Volleyball - Girls		
Head Coach	2,555.00	1
Assistant Coach	1,536.00	1
Cheerleaders - Varsity	691.00	1
Cheerleaders - J.V.	555.00	1

(H) Coaching - Grades 7-8:

<u>Position</u>	<u>Compensation</u>	<u>Assigned</u>
Football		
Head Coach	\$1,793.00	1
Assistant Coach	1,536.00	1
Basketball - Boys Grade 7	1,160.00	1
Basketball - Boys Grade 8	1,160.00	1
Basketball - Girls Grade 7-8	1,160.00	1
Volleyball - Girls Grade 7-8	1,160.00	1
Cheerleaders	555.00	1

Notes:

- (1) It is understood the rates of compensation set forth in this section are established for the 1990-91 through 1992-93 school years.
- (2) Activities approved, instituted and funded by external resources prior to the ratification of this section shall remain in effect.
- (3) Department Head appointments will be based upon a minimum of three (3) class sections at the High School and four (4) class sections at the 7th and 8th grade schools.

- (4) The High School Band Director shall be paid for eighty (80) hours at the summer school hourly rates of pay for carrying out his responsibilities in conducting a Board approved summer band camp. It is further understood that two Assistant Band Directors will be paid for thirty (30) hours at the summer school hourly rate of pay for responsibilities connected with the summer band camp.
- (5) It is agreed that positions reinstated, posted and assigned will be permitted to continue for the length of the season or school year during which they were approved.
- (6) Elementary Building Chairperson positions shall be posted to teachers of the respective buildings in accordance with Article VIII, Section 2 (B)(1) of this agreement. It is understood that the current Building Chairperson may reapply for such position.
- (7) It is understood and agreed that the position of Department or Building Chairperson shall not be considered an activity. Thus, a teacher in the secondary schools may be assigned two activities in addition to a Department Chairpersonship. In the elementary schools a teacher may be assigned one activity in addition to Building Chairpersonship.

## 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 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 shall be entitled to an increment, just the same as he would if he had remained teaching in the District.
- (G) A teacher on sabbatical leave will report to the Superintendent as follows:
  - (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 former position (grade level or subject) in his former building unless he informs the Superintendent, in writing, that he 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 final report has been approved by the Superintendent. At his 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 -- PERSONNEL RELATIONS

### (A) Teacher-Parent-Community-Relations

#### THE TEACHER

- (1) Uses parent conferences as an aid to a better understanding of the child as a means of reporting pupil progress.
- (2) Encourages parents to contribute to the learning situation. Examples: (a) Interprets the school program to the parents. (b) Encourages parent participation in school activities. (c) Suggests programs of parental aid for children when appropriate.

### (B) Teacher-Staff Relations

#### THE TEACHER

- (1) Works closely with all school employees for the maintenance of good staff morale. Examples: (1) Willingly assumes responsibilities. (2) Seeks and gives aid for professional development. (3) Shares materials and ideas.
- (2) Shows interest and initiative in studying problems related to the instructional program. Examples: (1) Seeks to improve the instructional program. (2) Participates in staff discussions. (3) Is sensitive to the problems of staff members at different levels and/or areas.
- (3) Uses the available specialized services such as the speech therapist, counselors, psychologists and social workers when appropriate.
- (4) Works cooperatively with staff to avoid conflicts of activities. Example: Arranges class activities so that other staff members can perform their individual activities comfortably.

### (C) Teacher-Principal Relations

#### THE TEACHER

- (1) Welcomes supervisory visits.
- (2) Recognizes his responsibility as a professional person to give suggestions for the improvement of the school.

### (D) Teacher-Pupil Relations

#### THE TEACHER

- (1) Encourages all children to achieve at the highest levels of which they are capable.
- (2) Recognizes individual differences in children and allows for same.

- (3) Handles day-to-day problems in the classroom in a manner consistent with generally accepted principles of child growth and development.
  - (4) Inspires confidence in children.
  - (5) Offers opportunities for children to contribute their ideas.
  - (6) Makes it easy for children to bring problems to his attention.
  - (7) Provides opportunities for children to participate in the work of the group.
  - (8) Recognizes that he teaches what he is as well as what he knows.
  - (9) Maintains and accepts children for what they are.
  - (10) Maintains healthy relationships with all pupils in the school.
- (E) Effectiveness in Developing Learning Experiences

#### **THE TEACHER**

- (1) Indicates awareness of the objectives of teaching.
  - (2) Applies sound psychological principles of learning to motivate work.
  - (3) Takes responsibility for planning.
  - (4) Strives for quality of learning experiences.
  - (5) Guides the student to good study habits.
  - (6) Effectively promotes growth in oral communication.
  - (7) Effectively promotes growth in written expression.
  - (8) Arranges physical environment for effective learning.
  - (9) Utilizes instructional materials well.
  - (10) Assures sequential development of learning experience.
  - (11) Promotes integration of learning experiences.
  - (12) Attempts to evaluate fairly and honestly.
- (F) Personal and Professional Relations

#### **THE TEACHER-PERSONAL**

- (1) Works cooperatively with students, parents and staff.
- (2) Displays enthusiasm for teaching.

- (3) Exhibits mature judgments.
- (4) Refrains from discussing student problems with persons not directly concerned.
- (5) Is dependable in meeting professional responsibilities.

**THE TEACHER-PROFESSIONAL**

- (1) Strives to improve in knowledge of subject matter, children, and methods of teaching.
- (2) Continually evaluates himself in terms of the qualities listed under personal growth.

## APPENDIX F -- DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS

- (1) Call and chair departmental meetings when necessary, but not more than once each month during the school year. All teachers within the department are to attend these meetings.
- (2) Keep a written record of matters discussed and decisions reached at such meetings.
- (3) Provide all department members, the principal, and the appropriate assistant principal with copies of notices and records for all such meetings.
- (4) Keep complete and accurate inventories of all departmental textbooks, instructional materials, equipment and supplies.
- (5) Meet with and assist the principal, upon his request, with textbook selections, the development of new course offerings and course outlines, and the general improvement of the school's instructional program.
- (6) Record the department's prioritized budget requests, share incoming professional correspondence with all departmental members, and assist in the distribution of textbooks instructional materials and teaching supplies.
- (7) Work cooperatively with the appropriate assistant principal and the school's guidance department in the development and implementation of the semester master schedule of course offerings.
- (8) Conduct a departmental inservice session at least once a year. Such project is to have the approval of the building principal or his designee and will be held at a regular departmental meeting.

## APPENDIX G -- 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 duty to maintain good order and to require of his pupils, a faithful performance of their duties as prescribed by the Principal. To enable him to discharge such a duty effectively, he has the power to enforce prompt obedience to his 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 AGREEMENT

The parties agree that the Memorandum of Agreement shall supercede the existing contract language related to Educational Conferences for the duration of the agreement. It is further understood that the current language of Article VI, Sections 1, 2, and 3 shall remain in the contract.

- A. This shall be conducted as a "Pilot Project" subject to review at the end of the school year.
- B. For the 1988-89 school year, the Superintendent's designee shall meet during the first week of school with the FEDERATION and establish an Educational Conference/Staff Development Committee.

Thereafter, such Committee shall be established prior to May 1 of each school year.

- C. The Committee shall consist of 12 members with 8 of the 12 members selected by the FEDERATION. The Superintendent's designee shall be a member of the Committee.
- D. \$125.00 per teacher shall be allocated for this fund. Only substitute costs incurred as teachers attend conferences or staff development activities shall be deducted from this fund.
- E. A significant portion of the fund is to be devoted to individual teachers choosing conference/activities suited to the individual's teaching areas.
- F. The Committee shall formulate an Educational Conference/Staff Development plan for the year listing the curricular goals and instructional skill areas it intends to emphasize as well as indicating the approximate allocation of its resources among National Conferences, Local Conferences and Staff Development activities it intends to authorize. Such allocation shall not be limited to the curricular goals and instructional skill areas emphasized.

However, the plan may be modified during the school year with the concurrence of the Committee members.

- G. The Committee shall formulate its own rules and regulations for the operation of the Committee and establish procedures for implementing this agreement. 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.
- H. The Superintendent shall review and approve the plan of the Committee as well as any modifications that may be proposed during the school year.

Present Article VI, Sections 4, 5, 6 and 7 are to remain as present contract and be included in the new contract as contract language. This Memorandum of Agreement shall expire on August 31, 1993.

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MEMORANDUM OF AGREEMENT

Addendum to Article III, Section 12 (G). Superintendent-Initiated Transfer

The parties mutually agree that the BOARD shall have the right to involuntarily transfer up to six (6) teachers per year for the purpose of maintaining and improving a program, but subject to the following conditions:

- (a) No teacher shall be subject to more than one such transfer under this memorandum or any similar memorandum.
- (b) The Superintendent or his 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, 1993 if the affected teacher(s) so choose.
- (d) The memorandum of agreement will expire on August 31, 1993.

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