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9/6/93

**MASTER AGREEMENT BETWEEN
THE LAMPHERE SCHOOLS
AND
THE LAMPHERE FEDERATION
OF TEACHERS
AFFILIATES OF THE
MFT, AFT AND AFLCIO
1991 - 1993**

Lamphere Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

**The Lamphere Schools
31201 Dorchester
Madison Heights, Michigan 48071**

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ARTICLE I RECOGNITION

A. Bargaining Unit:

1. The bargaining unit for teachers covered by this Agreement shall consist of all certified teaching personnel and professionally related employees under contract to the school district, EXCLUDING Superintendent, Director of Finance, Associate Superintendent of Human Resources/Athletics, Associate Superintendent for Instruction and Staff Development, Director of Vocational Education and of Drivers' Education when filled by an administrator, Director of Adult Education, Director of Special Services, Director of Counseling and Data Processing, Director of Athletics, Principals, Assistant Principals, Secondary Administrative Assistants, Administrative Interns and Elementary Teaching Assistant Principals, day-to-day substitutes, and all other supervisors as defined in Section II of Act 379, Public Acts of 1965.

2. Permanent Substitutes:

Permanent teacher substitutes who shall be employed in a continuing singular assignment for a period of forty-five (45) working days and hired before April 1st of each year shall become members of the bargaining unit on the forty-fifth (45) day of their employment. The Board shall retroactively on a prorated basis provide leave benefits to the employed permanent substitute upon establishment of bargaining unit status. Insurance and/or other economic provisions shall not be retroactive.

B. Definition of Terms:

1. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
2. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education and the administrators employed by the Board to carry out its directives and/or policies.
3. Wherever the title "Board of Education" is used in this Agreement, it shall refer solely to the elected and/or appointed legal body referred to as the Lamphere Board of Education.

C. Negotiate with Federation Only

The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement unless otherwise required by law.

D. Individual Teacher Rights:

Nothing contained herein shall be construed to deny or restrict to any teacher rights the

teacher may have under Michigan General School Laws or applicable Civil Laws. It is agreed that the teacher shall have exhausted all steps and procedures to protect those rights as outlined in this Agreement before employing the Michigan and Civil Laws referred to in this paragraph. Membership in any teacher organization shall not be a condition of employment.

E. Federation Dues and Service Fees Check-Off:

1. Check-Off:

Upon filing with the employer of the written authorization form for payroll deduction designated below, signed by the employee, the employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues and service fees which have been levied by the Federation and certified in writing to the Board within thirty (30) days after ratification of this Agreement and annually thereafter.

2. Check-Off Form:

Teachers must submit the following form of authorization thirty (30) days prior to deduction from a payroll check:

Date:

**AUTHORIZATION FOR DEDUCTION OF
LAMPHERE FEDERATION OF TEACHERS
MEMBERSHIP DUES AND SERVICE FEES**

I hereby authorize the Lamphere School District to deduct the sum of \$_____ from ten (10) consecutive paychecks, which sum is to be paid to the treasurer of the Lamphere Federation of Teachers.

CHECK ONE:

_____ This amount represents my membership dues to the Lamphere Federation of Teachers.

_____ This amount represents a service fee to the Lamphere Federation of Teachers.

This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until the authorization is revoked by written notice from me. I further authorize the Federation treasurer to annually change the amount and number of deductions.

Signed _____

DUES PAID TO THE LAMPHERE FEDERATION OF TEACHERS MAY NOT BE DEDUCTIBLE FOR FEDERAL INCOME TAX PURPOSES; HOWEVER, UNDER LIMITED CIRCUMSTANCES, DUES MAY QUALIFY AS A BUSINESS EXPENSE.

3. Dues Remittance:

The Board agrees to forward such deductions to the Federation once each month. The Board further agrees to submit a list of employees from which deductions are made in the first month and every month thereafter in which the deductions are made.

4. List and Assignments of Bargaining Unit Members:

The Board shall forward to the Federation a list of all employees within the bargaining unit and their assignments within thirty (30) days after the beginning of the school year.

5. Federation Notification to Board:

The Federation agrees to give written notification to the Board prior to the beginning of each school year of the amounts to be deducted and the number of deductions in that year under such authorization.

6. Sufficient and Excessive Deductions:

The Board agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any members of the bargaining unit, to increase the following deductions in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

7. Save Harmless:

In any case or proceeding brought against the Board, each individual member, and all administrators in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

F Agency Shop:

1. The members of the bargaining unit shall be obligated to pay a service fee equal to

the total membership dues, assessments and fees to the Federation for costs incurred to negotiate and administer the Master Agreement. The members of the bargaining unit may fulfill this obligation in one of the following ways:

- (a) Pay the full amount of the service fees or membership dues to the treasurer of the Federation.
 - (b) Submit and deliver to the Board the checkoff form as outlined in Section E-2 of this Article authorizing deduction of membership dues or service fees to the Federation.
2. It shall be a requirement of all members of the bargaining unit to comply with the above Section F-1 on or before the thirtieth (30th) day following the beginning of the school year, their first day of employment and/or the date of ratification of this Agreement by both parties.
 - (a) Teachers hired less than thirty (30) days prior to April 1, must comply with Section F-1 by April 1.
3. Failure to comply with Section F-1 within the above-stated thirty (30) days shall constitute a basis for discharge. Upon receipt of written notification from the Federation of a request for termination because the employee has failed to comply with Section F-1 within the above-stated thirty (30) days, the Board shall notify the teacher that their employment with the school district shall terminate at the end of the current semester.
4. If any court of competent jurisdiction holds that this "Agency Shop" clause is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then the Section F shall be null and void.
5. In any case or proceeding brought against the Board, each individual member, and all administrators in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

G. Federation Use of School Rooms:

School rooms shall be available for use by the Federation for meetings before and/or after

regular working hours provided that, 1) such meetings occur during the regular shift hours of the custodian for the building in question, 2) request is made to the principal not less than one (1) day in advance , and (3) there is no conflict with other activities.

H Wearing of Insignia:

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Federation or any other teachers' organization on the school premises; provided, however, that a teacher shall not be permitted to wear any identification which shall be disruptive or derogatory to the Board or the administration.

I. Bulletin Boards:

The Board will provide bulletin board space for Federation use in each building where members of the bargaining unit are employed. Whenever feasible, the bulletin board shall be located in the teachers' lounge.

J. Mail:

A mailbox for each teacher shall be provided by the Board. The Federation representatives shall be permitted to insert mail in the teacher's mailbox provided that each piece of mail is identified as Federation mail. The Board shall in no way be liable for any loss or damage to Federation-mailed materials.

K. Notification of Federation Meetings:

If the Federation requests, the administration shall state on the building staff meeting agenda that the Federation will have a meeting immediately after the staff meeting is adjourned.

L Announcements:

The Federation may have announcements read over the school's public address system during the times that students are not scheduled for classes. The administration shall give its approval; provided, however, that the announcements are limited to those informing the teachers of a specific meeting time and/or instructions relative to papers that must be completed and returned to the Federation. In no way shall an announcement be read which is derogatory toward any group or individual.

M Tuberculosis Test:

As a condition of continued employment upon initial hiring, and every year thereafter, all members of the staff must submit evidence of recent chest x-ray or skin test showing that the person is free from tuberculosis. Employees who use the services of the Oakland County Health Department shall fall under the rules and regulations of the department which allows a test approved on form K-708 to be valid for a period of three (3) years. The Board will pay for skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.

N. Hepatitis Immunization:

Teachers employed at the Lamphere Center or autistic programs shall have the opportunity of receiving hepatitis immunization at the Board's expense. On the first day of the 1991-92 school year and upon employment after that, staff will be notified, in writing, of the procedure to access this immunization.

ARTICLE II BOARD RIGHTS

A. Board Rights:

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board with out prior negotiations with the Federation either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment and operations, and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue the operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, but not in conflict with the specific provisions of this Agreement.
5. Adopt reasonable rules and regulations which are not inconsistent with accepted professional behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Federation of its intention, but not in conflict with specific provisions of this Agreement.

6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies, but not in conflict with specific provisions of this Agreement.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, but not in conflict with specific provisions of this Agreement.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
9. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria, but not in conflict with the specific provisions of this Agreement.

B. Rights Article

The matters contained in this Article and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

C. Conflicts:

The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure hereinafter set forth.

ARTICLE III PROFESSIONAL COMPENSATION

A. Salary Schedules for 1991-92 and 1992-93:

1. The salaries for teachers are set forth as Schedule A and attached as part of this Agreement.
 - (a) Salary Schedule A-1 shall be for the 1991-92 school year.
 - (b) Salary Schedule A-2 shall be for the 1992-93 school year.
2. Each salary schedule shall have six educational attainment tracks identified as follows:
 - A BA or BS= Bachelor's Degree
 - B BA+20= Bachelor's Degree plus twenty (20) semester hours.
 - C MA or MS = Master's Degree or BA + 50 = Bachelor's Degree plus fifty (50) semester hours.

- D MA+15 = Master's Degree plus fifteen (15) semester hours
- E MA+30= Master's Degree plus thirty (30) semester hours
- F MA+45= Master's Degree plus forty-five (45) semester hours

Ed. Spec.= Educational Specialist Degree

Ed.D= Doctorate in Education

Ph.D= Doctorate of Philosophy

3. "Grandfather Clause":

Teachers who were maintained in a salary track by the "grandfather" provisions of the Master Agreement (1976-78) shall remain on such track through the life of this agreement or until such time as the teacher shall attain the educational requirements and meet the provisions of Section B of this Article.

4. The Board may hire teachers for less than a full teaching schedule. Salary for such teachers shall be prorated from the appropriate step and track for which the teacher is qualified. Further, a teacher who shall be hired for less than seven-tenths (.7) of a school day and shall complete a school year shall move one-half step on the salary schedule in the next school year. An employee approved by the administration for less than a full teaching schedule will be credited with seniority as provided in Article XV.

5. Shared positions shall be on a voluntary basis and mutually agreeable to administration and the two teachers sharing one teaching position. Each teacher's salary and fringe shall be prorated and proportionate to his/her assignments.

- (a) Board paid fringe benefits such as life insurance, health insurance, optical, insurance, dental and long term disability insurance will be provided on a prorated cost basis by the Board. The teacher may have an option to pay half of the fringe benefit cost or elect some of the fringe benefits fully paid by the Board without exceeding half eligible costs.
- (b) Leave benefits as described in Article XIII personal business, jury duty, etc., shall be paid on the basis of the prorated daily rate of part-time teacher.
- (c) Payment for a planning period prorated at the same proportion as the prorated teaching day will be added to the teachers contract amount.

B. Earned Credits:

- 1. Teachers who earn credits or degrees shall move to the appropriate salary a indicated by the educational attainment track in Section A-3 of this Article.

2. A teacher must submit a written request for track changes on or before the first (1st) day of the school year. Supporting evidence for track changes must be submitted to the Personnel Office on or before October 1st of each year. Any teacher who fails to submit evidence for a track change on or before October 1st of the given year, shall be obligated to repay the amount of the increase collected in paychecks distributed prior to October 1st by a negative adjustment in the paychecks after October 1st.
3. The hours of credit in each track of the Salary Schedule A are full semester hours and must be courses approved by the State for Continuing Certification.

C. Cost of Living:

The 1992-93 Salary Schedule A-2 shall be increased by a cost of living factor as stated below, provided, the percentage increase shall rise above eight point two (8.2%) percent.

1. The official U.S. Department of Labor, Bureau of Labor Statistics (BLS), Detroit Region, All Urban Consumers, shall be used to compute the cost of living percentage.
2. The official BLS reports received by the Board between January 1, 1992 and May 30, 1992, will be used to compute an average percentage of increase in a one-year period.
3. All excess percentage rise of the Detroit BLS, All Urban Consumers index over eight point two (8.2%) to a maximum adjustment of two percent (2%) shall be the basis for any addition to the 1992-93 Salary Schedule A-2.
4. The percentage of excess above eight point two (8.2%) to a maximum of two percent (2%) will be multiplied by the scheduled rate for each step and track and the product shall be added to the Salary Schedule A-2 and used as the basis of a new schedule for 1992-93. (For example, if the cost of living average rise is nine point seven (9.7%), an additional one and one-half percent (1.5%) increase in the 1992-93 Salary Schedule A-2 would result.)

D. Supplemental Pay Schedules - Extra Duty Assignments:

1. The supplemental pay for teachers who accept extra duty assignments shall be paid according to the Schedule B attached as part of this Master Agreement.
2. Teachers who complete only part of the assigned duty for supplemental pay shall have their supplemental pay prorated accordingly.
3. Assignment to supplemental pay duties shall be for one year and shall be made by the Superintendent or the Superintendent's designee.
4. Pay for Schedule B assignments shall be made as follows:
 - (a) Positions which cover the full year shall have one-half of the amount paid at the end of the first semester and the balance at the end of the school year.

- (b) Positions which cover a period less than the full school year shall be paid upon successful completion of the assignment.
- (c) Coaching positions will be paid one-half the amount for the season, half way through the season if this request is made by the coach when the contract is issued. The balance will be paid upon the successful completion of the season.

E. Experience Credit:

Credit for past experience may be given. Of the above, (1) full credit may be given for previous experience in other public school systems; (2) credit not to exceed two years may be given for military experience involving teaching upon initial employment, (3) credit for experience outside the public schools may be given; the amount of credit to be given for past experience will be determined on an individual basis by the Superintendent of Schools. This Section is not retroactive and will only pertain to individuals hired under this agreement.

F. Health Insurance:

- 1. All full-time teachers who shall meet the eligibility requirements of the insurance carrier shall be eligible for health insurance as provided in sub-section 3 of Section F; provided, however, that a married teacher shall not be eligible in the Board plan if the married teacher's spouse is eligible for paid health insurance in the course of the spouse's employment which is at least equivalent to that coverage offered by the Board.
- 2. The Board shall pay the premium for eligible teachers as provided in sub-section 3 of this Section.
- 3. Coverage to be offered according to the eligibility requirements of the carrier and agreed to by the Union and the Board shall be as follows:
 - (A) Michigan Blue Cross; or comparable coverage:
 - (1) Comprehensive Hospitalization
 - (2) Semi-private room
 - (3) Riders D, F and SA
 - (4) Predetermination
 - (5) Mandatory second opinion for elective surgery
 - (B) Michigan Blue Shield; or comparable coverage:
 - (1) MVF-2 with Riders FC and SDGB
 - (2) Prescription drug rider-\$3.00 Co-pay P.P.O.
 - (3) FAE-RC rider
 - (4) Rider RPS

(C) Blue Preferred Plan: Members shall have option of Blue Preferred Plan during the open enrollment period with all of the above riders listed in A & B with the additional MMC-POV Rider.

4. A teacher who resigns and shall leave their teaching position before the end of the school year shall not be entitled to any Board contribution to insurance premiums beyond one month from their last day of teaching in the district.
5. The benefits included in this Section F shall be by way of a fringe benefit to qualified teachers with no cash reimbursement to any employee.

G. Life Insurance:

The Board shall select and support the cost of a group life insurance policy in the amount of seventy thousand dollars (\$70,000). for each full-time teacher for the 1991-92 school year and the 1992-93 school year.

H. Optical:

The Board shall provide Blue Cross Vision Care insurance for each full-time teacher.

I. Dental Insurance:

1. The Board shall select and support the cost of a group dental plan equal to the Delta Dental Plan A with an orthodontic rider.
2. The plan will provide the following benefits for the 1991-92 school year:
 - (a) Diagnostic 80%/20%
 - (b) Restorative 80%/20%
 - (c) Prosthesis 80%/20%
 - (d) Orthodontics 75%/25%

For the 1992-93 school year the benefits will be as follows

- | | | |
|-----|--------------|-----|
| (A) | DIAGNOSTIC | 90% |
| (B) | RESTORATIVE | 90% |
| (C) | PROSTHESIS | 90% |
| (D) | ORTHODONTICS | 90% |

3. Maximum expenditures shall be limited to:
 - (a) Basic and major services, 2 (a), (b), (c) - \$1,500 annually per covered individual.
 - (b) Orthodontics expense, 2 (d) - \$800 lifetime maximum per covered individual for the 1991-92 school year. For the 1992-93 school year, \$1,000 lifetime maximum per covered individual.

J. Insurances:

1. Teachers who shall complete a full year of teaching in any one (1) school year and who receive a layoff notice prior to the end of the school year shall have all insurance premiums for the summer months paid by the Board within the maximums set forth in this agreement. Insurance payments will stop if teacher receives unemployment compensation.
2. Teachers who submit a letter of resignation, a letter of retirement or who are granted a leave before the end of the school year but who shall complete their teaching assignment to the end of such school year, shall be entitled to the Board contribution to all insurance premiums during the summer months within the maximums set forth in this agreement.
3. Within forty-five (45) days of ratification or on the first day of the school year, whichever occurs later, the Board will distribute to all bargaining unit members, a brochure describing all insurances and benefits, including each insurance carrier and how to access benefits.

K. Car Allowance:

Teachers who shall be authorized to drive personal cars for school business within the normal scope of their daily employment shall receive a car allowance, for in and out of district mile age at the rate established on July 1, each year by the Internal Revenue Service (IRS).

L. Driver Education Pay:

Teachers who shall be employed as Driver Education Instructors shall be paid at the following rates:

1. For the 1991-92 school year-\$17.66 per hour.
2. For the 1992-93 school year-\$18.19 per hour.

M. Summer School Rate:

Teachers who shall be employed as summer school teachers of children shall be paid at the following rates:

1. For the summer of 1992 - \$17.66 per hour.
2. For the summer of 1993 - \$18.19 per hour.

N. Summer Pay Rate:

Teachers who shall be employed during the summer in work other than summerschool shall be paid at following rates:

1. For the summer of 1992 - \$17.66 per hour.
2. For the summer of 1993 - \$18.19 per hour.

O. Preparation Period Substitute Pay:

In any secondary or elementary school situation where a substitute is not available and a classroom teacher is required to utilize any preparation (planning) or other period during which the teacher does not have teaching duties, the teacher shall be paid for such time, in addition to their regular salary, at the following rate:

1. For the 1991-92 school year - \$17.66 PER HOUR.
2. For the 1992-93 school year - \$18.19 PER HOUR.

P Method of Pay:

1. Teachers shall have the opportunity to receive their pay in one (1) of the following four (4) ways; provided, however, written notification is made to the Lamphere payroll office two (2) weeks prior to the issuance of the first paycheck in September of each year:
 - (a) The employee may elect to receive their yearly salary in twenty-one (21) installments.
 - (b) The employee may elect to receive their yearly salary in twenty-six (26) installments, with the final school year paycheck in June to contain a lump-sum payment for the summer months.
 - (c) The employee may elect to receive their yearly salary in twenty-six (26) installments throughout the twelve month period (September through August); provided, however, that the employee who elects this option must provide the payroll office with a summer address by June of each year.
 - (d) The employee may elect to have their yearly salary paid through a bank of the employee's choice that accepts electronic transfers.
2. When the last payday of the teacher's work year is scheduled for a Friday that precedes the conclusion of the work year by six (6) days or less, the Board shall reschedule this payday to the last work day for teachers. For purposes of definition, the last day of the teacher's work year shall mean the 187th scheduled teacher attendance day in 1991-92, and the 190th scheduled teacher attendance day for 1992-93 which shall be determined no later than March 30, 1992. (Failure to reach agreement on 190 work days shall result in a 187 day work year for 1992-93.)

Q. Termination Pay:

1. The following shall apply for teachers who retire after ratification of this master agreement.
 - (a) All teachers who shall terminate their employment under the terms of the Michigan School Retirement Provisions, and who shall have worked continuously for the Lamphere Schools as a teacher for ten (10) years immediately prior to the date of termination of employment, shall receive a

lump-sum payment equal to; in the 1991-92 school year, fifty-five (\$55) dollars for each unused accumulated sick day, provided that no employee shall receive more than seven thousand, five hundred dollars (\$7,500) as maximum payment for retirement under this provision. In the 1992-93 school year, the employee shall receive \$55 dollars for each unused accumulated sick day provided that no employee shall receive more than eight thousand dollars (\$8,000) as maximum payment for retirement under this provision. For purposes of this section, a teacher who shall interrupt their service in the district with an approved leave shall not be considered to break the "continuous service" provision of this section; provided, however, that the time on the approved leave shall not be counted toward the ten-year requirement of this section.

R. Long Term Disability Insurance:

1. The Board will provide and support a long-term disability insurance plan. This plan will be for 66.6% of salary, beginning after 60 days of disability, to age 65 with a maximum benefit of \$2500 per month for the 1991/92 school year. For the 1992/93 school year the plan will be for 66.6% of salary, beginning after 60 days of disability, to age 65 with a maximum benefit of \$3000. per month. This insurance will be an integrated benefit with Michigan Public School Employee's Retirement, Federal Social Security Act, Veteran's Benefits, or such pensions
2. Group health insurance premiums, as described in Section F of this Article which were being paid by the Board prior to the commencement of long-term disability insurance payments may be continued provided:
 - (a) The employee notifies the employer of the intent to continue health insurance.
 - (b) Beginning with the 1986-87 school year, the Board will pay the full premium.

The maximum period of extended payments by the Board will be 12 months; or until the employee returns to work; or the employee obtains other coverage, whichever occurs first. Group health insurance will be provided by the Board's current carrier.

**ARTICLE IV
TEACHING HOURS**

A Teacher Starting Time:

1. Teachers shall be required to report on duty fifteen (15) minutes before the opening of the students' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the students' regular school day. Elementary teachers shall be permitted to leave ten (10) minutes after the close of the students' regular school day.

2. On a voluntary basis, and with mutual consent of the administration, non-teaching members of the bargaining unit (social workers, counselors, psychologists) may establish a work day that is different than that of the student school day but runs the same length that the student school day does.

B. Exceptions:

At times it may be necessary for a teacher to deviate from these normal teaching hours. Except in cases of emergency as defined by the building administrator, changes in normal teaching hours shall be at the mutual agreement of the teacher and the administrator.

C Duty-Free Lunch Periods:

All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes. All elementary and elementary special area teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty (40) minutes.

D. Parent-Teacher Conferences:

When parent-teacher conferences are held in the evening, teachers who are scheduled for these evening conferences shall be given equivalent released time from the normal working hours. These conferences shall not occur more than two (2) evenings in any one semester.

E. Staff Meetings:

Building staff meetings, departmental and/or grade-level meetings, when needed, shall require the attendance of teachers and may be scheduled outside the regular school day. No more than four such meetings shall be scheduled in any one month and, except for curriculum-type meetings in which outside resources are used, each meeting shall not exceed one hour in length. No more than one curriculum meeting, as described in the preceding sentence, shall be held per semester unless mutually agreed upon by the teachers involved. Staff meetings may be held during lunch hour if it is mutually agreeable to both staff and administrator. Building staff meetings, department meetings and/or team meetings shall not be held in the same week that all staff in that building are required to return for evening parent-teacher conferences.

ARTICLE V TEACHING ASSIGNMENTS AND CONDITIONS

A. Major and Minor Assignments:

Teachers will be assigned in their major, minor or within the scope of their state certification. In cases of a teacher being assigned to their minor, this shall be done at least two (2) weeks prior to the beginning of the school year when the assignment is for the ensuing year or when the Superintendent or designee has informed the teacher and the Federation President that the need for the teacher to teach their minor could not be foreseen.

B. Reassignments:

Each year, prior to March 1, elementary teachers who desire a change in grade and/or subject assignment within the building for the ensuing school year commencing the following September, shall file a written statement of such desire with the Superintendent or designee. Such statement shall include the grade and/or subject assignment to which the teacher desires to be reassigned. Each request will be kept on file and every consideration will be given to honor each request up to the opening day of the new school year.

C. Class Size:

Class size, in both the elementary and secondary schools, varies because of subject matter, special pupil needs or abilities, student population and finances. It is impossible to formulate an ideal class size that would adequately cover all areas.

1. Pupil-Teacher Ratio:

- (a) Elementary - The Board shall attempt to maintain an average ratio on a system-wide basis of 30 to 1. When an individual class load reaches 35, the administration shall attempt to reduce this number.
 - (1) Kindergarten: When an average of all sections of kindergarten in a given building reaches a ratio of 25 to 1, the administration shall attempt to reduce this number.
 - (2) First Grade and Second Grade: When the average of all sections of First Grade or Second Grade in a given building reaches a ratio of 31 to 1, the administration shall attempt to reduce this number.
- (b) Secondary - The 30 to 1 ratio of the North Central Association shall serve as the guide in secondary schools, with the exception of activity classes such as physical education and typing.
- (c) When a class size reaches the limits stated in paragraphs 1 and 2 above, the teacher shall meet with the building principal, the Superintendent or the Superintendent's designee and a representative of the Federation to attempt to reduce the class size. It is realized the above mentioned class size limits and ratios as stated in paragraphs (A) and (B) above may not be attainable.
- (d) When Special education caseloads exceed maximum limits allowed by laws governing Special Education programs, the Board will:
 1. Explore all possible remedies before applying for a deviation with the State.
 2. Notify the Federation of the decision to apply for a deviation.
 3. Provide the affected Special Education teacher ample opportunity to participate in the deviation application process.

4. Provide notification of receipt of deviation to the Federation and a copy of the deviation to the teacher upon receipt.

D Furniture:

The Board will have in each school building facilities for the use of teachers. Said facilities shall include a desk and chair for the teacher and student desks adequate for the number of students involved. This shall include all teachers who are assigned on a full or part-time basis within a building.

E. Teacher Lavatories and Designated Smoking Areas:

The Board shall provide lavatory facilities exclusively for adult use and at least one (1) room appropriately furnished, which shall be reserved for use as an employee lounge and lunch room. An area with proper furnishings will be designated as a smoking area in each building. Minimal furnishings will include seating, lighting, and ash trays.

F. Parking:

The Board shall provide parking facilities exclusively for adults and shall provide for the reasonable maintenance of the area.

G. Non-Instructional Duties:

Whenever practicable, the Board shall relieve teachers of non-instructional duties.

H. Preparation Time:

1. All secondary teachers shall be given uninterrupted preparation time of one period in the school day.
2. Preparation time for elementary school teachers shall be as follows:
 - (a) Elementary teachers shall be provided with planning time when their classes are being instructed by special area teachers (i.e., physical education, music, etc.). Each special area class shall generally be forty-five (45) minutes long per week.
 - (b) The Board and the Union agree that recess shall be a fifteen (15) minute period which allows children a break in the academic instruction and shall occur approximately in the middle of each half-day session. The following conditions shall apply when recess periods are used by teachers:
 - (1) It is permissible for one (1) teacher to supervise two (2) classes during a recess period. The teacher released as a result of recess shall have a duty-free period during this time.

- (2) The fifteen (15) minute recess is from the time a class leaves the classroom until they return to the classroom. This means that no recess period will exceed fifteen (15) minutes.
- (3) Generally speaking, the two classes being supervised by one teacher should be within a two-grade span (i.e., grades 2 to 4).
- (4) All classes (K-5) may have a maximum of two recess periods per day, with the provision that a class will not take recess on the half day in which the class also has a gym class.

I. Non-Discrimination:

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be employed without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in or association with the activities of any legal organization, or, except where based upon a bonafide occupational qualification, handicap. The Board and the Federation pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

J. Open House and Parent-Teacher Conferences:

Teachers shall attend the annual open house and parent-teachers conferences scheduled in their building unless excused by the building principal. All other functions outside the normal school day shall be voluntary.

K. Tools of the Profession:

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and similar materials are the tools of the teaching profession. The Board agrees that within the limits of their financial resources they will keep the schools reasonably equipped and maintained.

L. Special Area Teachers:

All elementary special area teachers (Music, Physical Education, Reading Resource, Resource Room, Media Specialists, etc.) shall be given preparation time at least equal to that provided the elementary classroom teacher and in no less than 30 minute blocks.

M. Elementary School Schedule:

1. First attendance day for elementary students will be one-half (1/2) day.
2. Morning kindergarten students will meet on the first day of school and afternoon kindergarten students will meet on the second day of school.

**ARTICLE VI
PROMOTIONS AND VACANCIES**

A. Definition:

1. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities to be performed during the regular working day and regular working hours.
2. Promotions are not meant to include the taking on of additional duties in connection with Schedule B positions.

B. Notice of Vacancy:

Whenever any vacancy in any professional position in the district shall occur during the school year, which position shall be considered to be a promotion as defined in "A" above, the Board shall publicize the same by giving written notice of such vacancy to the Federation and providing for appropriate posting in every school building. The vacancy notice shall include the descriptive title or scope of responsibilities, duties, salary and location of the position. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days.

C. Applications:

Any teacher may apply for a vacancy in a position considered to be a promotion as defined in "A" above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants, and other relevant factors; provided, however, in all appointments to positions the Board's decision shall be final.

D. Intent of Interest:

Whenever any vacancy, deemed to be a promotion as described in "A" above, occurs during the normal summer recess, vacancy notices shall be sent only to those employees who have filed an "Intent of Interest" with the Superintendent or designee. Copies of all such vacancy notices will also be sent to the Federation President.

**ARTICLE VII
TRANSFERS AND VACANCIES**

A. Definition:

"Transfer" shall mean relocation of teaching personnel to another building.

B. Voluntary Transfer:

1. A teacher wishing to transfer shall submit a letter indicating the transfer they want to the Superintendent or designee. The teacher shall receive an acknowledgment in writing that the letter of transfer has been received.

2. The teacher's application will be held on file for one (1) year from the date of application.
3. Transfers shall not be made during the school year unless the Superintendent or designee shall consider a transfer to be beneficial to the instructional program and/or the well being of the students.
4. To be eligible for a transfer in the ensuing school year, the teacher must have a written request on file with the Superintendent or designee by February 1.
5. A vacancy occurring during the school year that is not filled by a transfer will be filled by a permanent substitute for the balance of that year.
6. The teacher will only have to meet minimal requirements as determined by the Superintendent or designee.
7. If more than one application is received for an open position and each applicant for the transfer meets the minimal requirement, then system-wide seniority shall be the only criterion.
8. The Board may go outside of the Lamphere Schools only if no applications have been received and/or applicants do not meet minimal requirements.
9. Each vacancy shall be posted in each building and a copy submitted to the Federation President. The vacancy notice shall include the minimal requirements for the position in the bargaining unit which is vacant.
10. A teacher may not withdraw a transfer request after being notified the transfer has been granted, unless mutually agreed to by the administration.

C. Involuntary Transfers:

1. The Board shall exert every effort possible to solicit voluntary transfers, but in the event that a voluntary transfer is not available or has not come forward, then an involuntary transfer may become necessary.
2. Prior to making such transfer, the initiating administrator shall meet with the teacher involved and the Federation representative to review the reasons for the transfer. This meeting must take place no less than seven (7) calendar days prior to the effective date of the transfer.
3. Under no circumstances shall involuntary transfers be arbitrary or capricious.

**ARTICLE VIII
PERSONNEL FILE**

- A. This provision shall apply to all materials placed in a teacher's permanent personnel file after initial employment. There shall be only one permanent personnel file and it shall be centrally located.

1. No material shall be placed in the teacher's file unless the teacher has had an opportunity to read such material. Materials of a disciplinary nature will be initialed by the teacher, or delivery to the teacher will be witnessed and initialed, or the Personnel Department will initial receipt and forward a copy to the teacher.
2. The teacher shall have the right to answer any material filed and the answer shall be attached to the file copy.
3. The teacher may examine their file any time, upon request, and the teacher shall be permitted to reproduce any such material in their file.
4. Materials shall be removed from the file if and when a teacher's claim that such material is inaccurate and is sustained through the grievance procedure and/or mutual consent. The evaluation of a teacher and the written items by the principal accompanying the evaluation as described in Article IX shall not be subject to this section.
5. Each teacher may add any professional evaluations to their file as the teacher chooses.
6. No material from parents shall be placed in the teacher's permanent personnel file.

ARTICLE IX TEACHER EVALUATION, DISMISSAL AND TENURE

A. Intern Employees:

Any new employee serving the first year of a two (2) or more year probationary period will be evaluated under the terms and conditions of the Lamphere Mentor Program for the first probationary year while the Program is in effect.

B. Probationary Employees:

An employee who is serving the second year of probation or who has received tenure in another district prior to coming to Lamphere and is employed for a full year will be observed in the classroom by the responsible administrator for the purpose of evaluation at least three (3) times during each school year. The observations will be completed no later than two (2) weeks following November 15, January 15 and March 1, unless mutually agreed upon by the teacher and the administrator. Probationary employees who shall be employed after the beginning of the school year shall have the number of classroom visitations for evaluation purposes prorated accordingly.

C. Tenure Teachers:

1. All members of the bargaining unit will be covered by the Michigan Teacher Tenure Act as amended. A yearly evaluation of tenure teachers is not mandatory. However, the administration shall have the authority to conduct such yearly evaluations as it deems necessary. Formal evaluations of a tenure teacher will be completed no later

than two (2) weeks after April 1, unless mutually agreed upon by the teacher and the administrator.

2. The Board reaffirms its policy that any dismissal of or disciplinary action against any member of the bargaining unit shall be based on reasonable and just cause and that the affected employee will be accorded due process. In the event that the Tenure of Teachers Act (Public Act 4 of the extra session of 1937, being section 3871-191 of the Compiled Laws of 1948) is repealed, those members of the unit who had acquired tenure shall have full access to the grievance procedure including the right to appeal to binding arbitration.

D. Conditions for all Evaluations:

1. At least one formal classroom observation which shall immediately precede the preparation of the administration's written evaluation report shall be for a minimum of thirty (30) consecutive minutes and there shall be at least one such formal observation during each evaluation period.
2. Following each of the formal classroom observations described in D©1 above, the administrator(s) who conducted the said observation, shall prepare a written report in triplicate, schedule and attend a conference with the teacher at a mutually agreed upon time within fifteen (15) calendar days of the formal classroom observation.
3. Twenty-four (24) hours prior to the scheduled conference as described in 2 above, the teacher shall receive one copy of the written report. The teacher's signature following the conference indicates only that the teacher is familiar with the contents.
4. If there is an adverse change (such change to be indicated as below average or unsatisfactory) from the previous evaluation of any teacher, then an addendum to the official evaluation report shall be prepared by the administrator. This addendum shall include suggestions and/or program for improvement to the teacher.
5. If the above timelines and conditions are not met, an evaluation reflecting at least standard performance shall be placed in the teacher's personnel file.
6. The teacher may submit a letter expressing their approval or disapproval of the formal evaluation. The teacher may also submit their own evaluation, including information and comments a teacher feels are pertinent.
7. The formal evaluation and the teacher's written answer and/or own evaluation, if any, shall become a part of the teacher's permanent personnel file, as an attachment to the administrator's written evaluation.
8. A teacher may confer with the Superintendent regarding their evaluation. If a teacher wishes, an LFT representative may be present at this conference.

E. Evaluation Not Subject to Grievance:

The administrator's evaluation of a teacher shall not be subject to the grievance procedure. However, the failure to follow the procedures and conditions through which the evaluation is obtained shall be subject to the grievance procedure.

F. Termination of Probationary Employees:

In the event a probationary teacher is not continued in employment, the Superintendent shall advise the teacher in writing. A copy will be given to the Federation with the approval of the teacher concerned. Upon request, the Board shall grant the teacher a hearing in executive session.

G. Discipline of Teachers:

No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, not covered by the Michigan Tenure of Teachers Act (Act 4, P.A. of 1937), as amended, shall be subject to the professional grievance negotiations procedure hereinafter set forth. Such reduction in rank and compensation for purposes of the grievance procedure shall be limited to the teacher's basic contract and not apply to those duties covered by a supplementary contract. Discharge and/or third-year probation proceedings shall not be interpreted as part of this section inasmuch as they are adequately covered by existing State and Federal Laws.

H. Third Evaluation

If a teacher is assigned duties in more than one building thereby requiring evaluations by more than one administrator, and if the two evaluations reflect serious or major differences in this teacher's performance, a third evaluation will be made only upon request of the teacher by the Associate Superintendent for Instruction or the director of the teacher's special area. This evaluation will be discussed by the Associate Superintendent for Instruction or the director of the teacher's special area in the presence of the teacher and administrator and become the only evaluation placed in the file. If a teacher requests, a Federation representative shall be present at this meeting. The third evaluation is not subject to time limitations as described in Article IX C.1 and 2.

I. Special Area Evaluation:

Committees made up of Administration and relevant Federation members will be established to advise the Superintendent of an appropriate evaluation procedure for non-teaching Federation members such as counselors, social workers, psychologists, etc. recommendations to the superintendent or designee shall be completed by September 15, 1991. If the time line is not met, this section is null.

ARTICLE X PROTECTION OF TEACHERS

A. Responsibility:

Both the Board and the Federation agree that student behavior is a shared responsibility. The Board and members of the bargaining unit will endeavor to achieve correction of student misbehavior through counsel and interviews with students and the students' parents when warranted.

B. Administrative Action:

1. The Board recognizes some student behavioral problems to be beyond the teacher's immediate control and agrees that the school administration will take any and all action deemed necessary by the school administration. When a child's behavior is such that it impedes or undermines the academic progress of the class and the child is removed from the class by the teacher, the problem shall be dealt with by the appropriate administrator. If deemed necessary by the administrator, the administrator shall meet with the student, teacher and/or parent.
2. When an administrator changes a report written by a member of the bargaining unit, the administrator will sign the report, indicating that the report reflects changes that the administrator made and may not reflect the opinion of the bargaining unit member.

C. Teacher Physical Assault:

Any case of physical assault upon a teacher in the course of their employment as a teacher or because of their employment as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of their rights and obligations with respect to such physical assault; provided, however, that the Board, or its representative, determines that the teacher was acting in accordance with and within the scope of Board policy.

D. Absence Due to Assault:

Any absences by the teacher because of a physical assault upon a teacher in the course of their employment or because of their employment as a teacher shall be fully excused and shall not be considered to reduce said teacher's sick day allowance, and the teacher shall receive an amount equivalent to their full salary for any time off because of said physical assault or because of any lawsuit arising out of said physical assault (which can be full salary or the difference between full salary and compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative that the teacher was acting in accordance with and within the scope of Board policy. The dollar amount of compensation contributed by the Board shall not be increased by future salary schedule changes and increments negotiated in subsequent agreements.

E. Personal Property:

The Board will reimburse the teacher for loss or damage to personal property in connection with any physical assault on said teacher in the course of their employment or because of their employment as a teacher, provided, the teacher was acting in accordance with and within the scope of Board policy.

F. Parent Complaint:

Any complaint by a parent of any student against any teacher which a principal feels may have validity shall be promptly called to the attention of the teacher involved and at which time the complainant shall be identified.

G. Discussion of Reasons:

If known to the principal, the reasons for scheduled conference between the teacher, principal and a parent shall be discussed with the teacher prior to the said meeting.

ARTICLE XI GRIEVANCE PROCEDURE

A. Definitions:

1. The term "grievance" shall be interpreted to mean a complaint by a teacher(s) or by the Federation in its own behalf alleging that there has been a violation, misinterpretation, or misapplication of one or more specific provisions of this Agreement.
2. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days. During the summer vacation when school is not in session, "days" shall mean weekdays.

B. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure:

When agreement is reached at Level One or Level Two or Level Three, the agreement shall be reduced to writing and both parties shall sign it. The Federation will be furnished with copies of all decisions by the Superintendent or designee in connection with the grievance procedure.

1. Informal Meeting:

The parties agree that before initiating Level One of the grievance procedure, as outlined below, within seven days of the action upon which the grievance is based, the grievant will informally discuss the matter with the appropriate administrator with or without a Federation representative present as the grievant sees fit.

2. Level One:

If having failed to receive satisfaction, according to the terms spelled out above, the grievant shall put their grievance in writing and it shall be submitted to the principal within ten (10) days of the action upon which the grievance is based. The principal shall make their decision known in writing within ten (10) days after receiving the grievance. A copy of the decision shall be sent to the President of the Federation and to the teacher.Δ

3. Level Two:

If the Federation is not satisfied with the disposition at Level One, the grievance shall be submitted by the Federation to the Superintendent or designee within five (5) days. The Superintendent or designee shall process the grievance in one of the following ways:

- (a) The Superintendent or designee shall meet with the Federation within five (5) days after receipt of the grievance and shall indicate their disposition to the Federation within five (5) days after such meeting.
- (b) The Superintendent or designee shall inform the Federation within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Federation shall take place in executive session immediately following the next regularly scheduled Board Meeting. The Board shall indicate its disposition of the grievance, in writing, to the Federation within five (5) days after such meeting.

4. Level Three:

If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its recommendation, which shall likewise govern the arbitration proceeding. Provided the Board or its designee has given its consent, the Union may elect to submit the grievance to the American Arbitration Association under their rules and regulations governing and controlling the expedited proceedings. The Board and the Federation shall not be permitted to present in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. Any decision

rendered by the arbitrator shall be binding upon the parties to this Agreement.

- (a) Powers of the Arbitrator: The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The arbitrator shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute their judgment to that of the parties.

D. Individual Grievance:

If the teacher does not wish to be represented by the Federation, the teacher may pursue Levels One and Two only as outlined in this Article without such representation. However, in so doing, the individual teacher will be responsible for any costs incurred. Only the Federation may pursue grievances to Level Three.

1. The administration agrees to inform the Federation upon receiving an individual grievance as to the day, time and place for meetings, conferences or hearings. Such meeting cannot take place in the absence of the Federation unless the Federation, in writing, has waived its right to be present.
2. If the individual presents a grievance in their own behalf, the individual shall not be accompanied nor represented by an officer, executing delegate, representative or agent in any capacity of any organization other than the Federation (except as stated elsewhere with regard to legal counsel!).

E. Legal Counsel:

Any party to a grievance shall have the right to representation by legal counsel; provided, however, that said counsel shall not be employed by or under retainer to or represent any teacher group or rival organization other than the Federation.

F. MFT-AFT Participation:

A representative of the MFT and the AFT may participate at any level of the grievance procedure.

G Step-Time Limits:

Failure of the employer at any step of the grievance procedure to render their decision on a grievance within the specified time limits for that level shall result in the employer granting the grievance and the relief sought by the grievant. Failure of the grievant to process their grievance within the specified time limit for that step shall be deemed a withdrawal of the grievance without prejudice.

1. The only exception that is permitted under this section is when both parties have clearly extended the time period in writing.
2. In the event a grievance is filed after May 1 of any year and the strict adherence to the time limits may result in hardship to any party, the Superintendent and the

Federation shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. Action of Higher Authority:

If a grievance arises from the alleged action of authority higher than the principal of a school, the grievance may be presented at the appropriate level of the grievance procedure.

I. Time Spent on Grievance:

Any time spent by any Federation representative, member of a Grievance Committee, any other member, or any other member of the bargaining unit, in connection with the grievance, shall be after their regular working hours and without pay.

Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

J. Arbitration Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the parties. Expenses of a witness shall be paid by the party calling the witness.

K. Grievance Records:

A record of participation in any grievance process shall not become part of the personnel file of any teacher.

L. Back Pay:

Whenever the Board shall be required to make back pay adjustments as a result of decisions rendered in the grievance process, the following shall apply

1. Back pay awarded during the life period of this Agreement shall be applicable.
2. Back pay awarded for the period of one (1) year before ratification of this Agreement shall be applicable, however, such claims shall not be honored beyond the expiration of the first year of the current contract period.
3. The Board shall not be obligated for back pay outside the limits of 1 and 2 above

**ARTICLE XII
LEAVE OF ABSENCE WITHOUT PAY**

A. Board Action Required:

The Board may grant teachers who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence

will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

B. Conditions:

1. Teachers who have obtained or been approved for tenure are eligible for leaves.
2. The basic leave is for a period of twelve (12) consecutive months.
3. The Board shall not be required to assign a teacher returning to duty after a leave of absence to the same building, grade or special assignment held prior to the leave. The Board shall attempt to assign the teacher to the same position, if available, or a substantially equivalent position.
4. If a teacher on leave enters into a contract for another teaching position without Board approval, their leave will be automatically terminated and their employment by this district will terminate.
5. A teacher on leave of absence shall not lose sick leave time accumulated prior to their leave. However, sick leave time shall not accumulate during their leave of absence.
6. A teacher on leave of absence may elect to prepay the health insurance premium for a period of twelve (12) months maximum after the start of the leave; provided, however, that the teacher submits the dollar amount of the premium ten (10) days prior to the Board's due date for submission to the insurance company.
7. Before returning to their duties, a teacher who has been on a maternity or health leave of absence, must be certified by their physician as ready and able to return to their full teaching assignment.

C. Procedures:

1. An eligible teacher desiring a leave of absence shall submit their request to the Board through the Superintendent of Schools. Such request shall be submitted by the Superintendent to the Board with recommendation for action.
2. For all teachers whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding March 1st. For all teachers whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation from the district by such teacher, unless the teacher can provide evidence that extenuating circumstances prevented the teacher from complying with this provision.

D. Maternity Leave:

In the case of a maternity leave, the following provisions shall apply:

1. A teacher who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from the physician verifying the fact that the teacher is pregnant and giving the estimated date of delivery.
2. The teacher shall make a request, in writing, for a maternity leave to the Board through the Superintendent at least thirty (30) days prior to the starting date of the leave.
3. A teacher requesting maternity leave shall be permitted to continue working provided the doctor certifies that the teacher is physically well enough to work and perform all duties and functions of the teacher's position and does not create an industrial risk.
4. The teacher shall provide the Board, upon request, statements from the physician regarding the teacher's physical well-being and ability to perform the duties of the teacher's position. Frequent absences prior to the start of the leave which are attributed to the pregnancy of the teacher shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.

E. No Advancement of Salary Schedule:

While a teacher is on leave there shall be no advancement on the salary schedule in terms of teaching experience, except as provided for in other sections of this Article.

F. Leave for Teaching Programs:

A leave may be granted to participate in exchange teaching programs in other states territories or countries (foreign or military) wherein the teaching experience is determined by the Superintendent to be equivalent to similar teaching experience in the Lamphere District. Upon such determination, full credit shall be given for placement on the salary schedule when the teacher returns. It shall be the responsibility of the teacher to submit such evidence to the Superintendent.

G. Military Leave:

A military leave of absence shall be granted to any eligible teacher for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be granted one (1) year's experience on the salary schedule for each year of the leave up to a maximum of two (2) years.

ARTICLE XIII
LEAVE OF ABSENCE WITH PAY

A. Sick Leave:

1. Amount:

Teachers will earn one (1) day of sick leave per month of the regular school year. A teacher shall be granted, on their first day of employment, the total allowance for which the teacher would be eligible during the school year. Sick leave days used in excess of the days earned shall be deducted from the teacher's contract if their employment is terminated before the end of the school year.

2. Types of Sick Leave:

Absence from duty for the following causes shall result in no loss of pay within the limits of the sick leave allowance as stated in "1" above:

- (a) Personal illness.
- (b) Illness in the immediate family including husband, wife, son, daughter, or any dependent relative residing permanently with the teacher.

3. Accumulation of Sick Leave:

Teachers shall be credited with a service accumulation for sick leave purpose at the end of each school year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of the teacher. No payment will be made for any unused sick leave days accumulated by any employee at the time of resignation, dismissal from service, leave of absence, retirement, or death, except as outlined in Article III, Section Q.

4. Conditions:

The privileges stated in paragraphs "1" and "2" above are expressly conditional upon the following requirements:

- (a) In the case of an emergency nature such as personal illness, illness in the immediate family, or death in the immediate family, notification of the absence must be given to the teacher's immediate supervisor at least one (1) hour and thirty (30) minutes before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day at the discretion of the Superintendent.
- (b) Beginning with the eleventh (11th) consecutive day of absence, the teacher will provide the personnel office with a statement signed by a registered physician stating the nature of the teacher's disability and the approximate date of return to duty.

- (c) If a teacher's absence because of personal illness exceeds ten (10) consecutive working days, the teacher shall file in the office of their immediate supervisor before returning to duty, a physician's certification of readiness for return to duty.

B. Personal Business Leave:

- 1. The Board of Education and administration recognizes that it may be necessary at times for a teacher to be absent from their teaching responsibilities for reasons other than illness.

Therefore, three (3) personal business days per year may be granted to teachers to transact personal business that can only be done during school hours without loss of pay. Personal business shall cover the following areas:

- (a) Court cases, government or legal business.
 - (b) Moving.
 - (c) Celebration of high religious holy days. The Board shall grant the first two approved holy days without deduction from the personal business allotment of three (3) days.
 - (d) Death of any person deemed especially close by the applicant. The Board shall grant the first two approved bereavement days without deduction from the personal business allotment of three (3) days.
 - (e) Appointments pertaining to university matters which must be made during school hours.
 - (f) Graduation from school or college of members of the immediate family.
 - (g) Matters of an emergency or critically important nature allowable at the discretion of the Superintendent or designee.
 - (h) Marriage.
 - (i) Parental Leave: Matters pertaining to the adoption of children and birth of husband's child.
 - (j) A definite appointment for medical laboratory and/or medical diagnostic test that cannot be scheduled outside of the school day.
- 2. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year unless processed as (G) above.
 - 3. Personal business days must be applied for in writing one week in advance, except in cases of emergencies. Approval shall be granted by the Superintendent or designee

with the understanding that the teacher's request is based upon one of the ten (10) recognized reasons listed above, but will not appear on the request form.

4. If requested by the Board, the teacher must supply documented proof to substantiate their reason within a reasonable time or suffer the loss of pay for the day(s).
5. At the end of each school year, the Board shall add any unused portion of the three-day personal business allowance to the individual teacher's sick leave accumulation for the ensuing school year.

C. Federation Days:

1. The Board will provide twenty-one (21) Federation Days. When possible, the Federation will notify the Superintendent or designee that a Federation day will be used five working days in advance by submitting a business day form signed by the President of the Federation. In the event that the nature of the Federation business prevents five day notification, the Federation President will notify the Superintendent or designee, by phone or in person, no later than 90 minutes prior to the start of the school day. The Superintendent or designee will make arrangements to cover teaching assignments when necessary.
2. At times it may become necessary for Federation President and/or designee, with the consent of the Superintendent or designee, to be released from classroom duties to handle urgent school problems.
3. The President of the Union may utilize their planning time for urgent district problems provided the President of the Union has submitted written notification to the building administrator indicating the reason and destination.
4. If the necessity to miss a scheduled class is made by the administration, then such time shall not be deducted from the allotted Federation Days.

D. Jury Duty

A teacher called for jury duty or as a subpoenaed witness shall be paid their regular salary for time lost from school duties. However, the teacher shall return to the Board other compensation for performance of such duties.

E. Military Reserve Duty:

A teacher shall be granted leave with pay to a maximum of thirty (30) days for emergency duty with Armed Forces Reserve Units, if such duty occurs during the regular school year (September to June).

Emergency duty in this instance also includes issuance of orders over which the teacher had no control. However, the teacher's pay from the Board shall be the difference between the gross pay that the teacher receives from the reserve unit and their regular daily rate of pay.

F. Visitations:

Teachers who visit special programs or attend educational workshops must have prior authorization from the Superintendent or designee.

G. Sabbatical Leave:

Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the Lamphere School District for the purpose of improving instruction in the school district. Military, professional or Federation leaves shall not be interpreted as interrupted service. Sabbatical leave shall be granted for one year as shall be recommended by the Superintendent and approved by the Board.

An application for sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled.

1. The applicant has been employed by the Board as a teacher for at least seven (7) consecutive years.
2. The applicant has not been granted sabbatical leave of absence from the Board during the seven (7) consecutive years of service immediately preceding current application.
3. The applicant signs an agreement to return to service with the Board immediately upon termination of sabbatical leave of absence and continue in such service for a period of one (1) year, or to refund within one (1) calendar year of their failure to return to or continue in service any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.
4. Application for sabbatical leave of absence must be filed in the Office of the Superintendent not later than November 1, or March 1, preceding the semester when it is desired that the leave become effective.
5. An applicant for sabbatical leave of absence shall file with the application form, an outlined program for the period requested for sabbatical leave and shall include details of the work to be pursued.
6. Leave granted for professional study, for research, for work on publications, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve instruction in the Lamphere School District, or will improve the efficiency of an employee, shall be consistent with the intent and purpose of sabbatical leave
7. In determining recommendation on sabbatical leave, the Superintendent will consider the following items:
 - (a) The extent of the applicant's professional study, growth, contributions and successful service during the preceding seven (7) years.

- (b) The extent to which plans submitted for use of time on leave are definite and educationally constructive.
 - (c) Length of period of uninterrupted service in the Lamphere School District.
 - (d) Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 - (e) Order in which applications are received.
 - (f) During the term of this agreement, a maximum of two (2) employees will be granted a sabbatical leave each year.
 - (g) Availability of qualified replacement.
8. In considering applications for sabbatical leave, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the Superintendent, the qualifications of two or more applicants for sabbatical leave are relatively equal, length of uninterrupted service shall be the deciding factor.
9. The teacher on leave shall receive as compensation during the period of absence from the regular duties, one half (1/2) of their regularly scheduled salary that the teacher would have received during the leave period.
10. The following conditions shall apply to all teachers on sabbatical leave:
- (a) A teacher on sabbatical leave shall be considered to be in the employment of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
 - (b) The teacher shall be entitled to any insurance benefits that may be provided in this Agreement which are applicable.
 - (c) A teacher granted sabbatical leave shall not engage in unapproved remunerative work while on leave. Scholarships or fellowships in approved colleges or universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent shall be made.
11. A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:
- (a) Be restored to their former teacher position or to a position of like nature.
 - (b) Be allowed increment credit on the salary schedule when the sabbatical leave granted is completed.

- (c) Be allowed credit toward retirement for time spent on sabbatical leave, in accordance with rules and regulations established by the commission in control of the employees' retirement system in the State of Michigan.
- 12. An interim report shall be filed in the Office of the Superintendent at the midpoint of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on leave, and all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the second month following the applicant's return to service with the Board.
- 13. The content of all such required reports shall include details of work accomplished and must be related to the outlined program submitted with the original application as provided in condition five (5) of this section.

**ARTICLE XIV
PROFESSIONAL STUDY COMMITTEE
PROFESSIONAL DEVELOPMENT TRAINING**

A. Establishment of Committee:

- 1 The Board, at its discretion, may establish Professional Study Committees to investigate matters pertaining to curriculum development, methods of instruction and/or instructional materials. The Professional Study Committees shall be composed of members selected by the Board by reason of their competence, training or knowledge of the matter under study.
- 2. All clerical expenses of any such committees shall be paid for by the Board. Service on these committees shall be; (1) on a voluntary basis, (2) without additional compensation, and (3) in addition to the teacher's regular duties, or teacher may be excused from performance of their regular duties at the discretion of the Board.
- 3. Duties performed after regular work hours that occur after a regular teaching day shall be compensated in C.E.C. time or the hourly rate in Article III, Section L, M, N, O. A Committee with release time shall not be eligible for said compensation. The method of compensation shall be decided by the teacher prior to the agreed date and approved by the Board prior to the meeting.

B. Professional Development Training:

In the event that the Board determines that curriculum changes require professional development training, the Board will provide the opportunity for such training. The Board will assume all expenses necessary for professional development training for which participation is required by all appropriate personnel. Attendance at professional development training programs by members of the bargaining unit shall be without additional compensation. Attendance at professional development training programs by members of the bargaining unit shall be with additional compensation if held on a day not normally defined as a teacher attendance day during the normal school year. In such cases,

compensation shall be at the teacher's daily rate. Teachers shall be provided with an opportunity to become involved in planning such professional development days.

C. Continuing Education Credits:

As an incentive for teachers to upgrade their skills at workshops and seminars approved by the administration, the board shall add a personal leave day for each fifteen (15) hours of actual workshop or seminar attendance. (For example: A teacher gets approval to take two classes on computers that meets four sessions each, at two hours per session. This totals sixteen hours of time. This makes the teacher eligible for one leave day in accordance with the following paragraphs.)

1. A personal business day shall be given on a day with mutual consent of the administration and shall be labeled "Continuing Education Credit Day." All workshops and seminars eligible for these C.E.C.'s shall be at the expense of the teacher and outside of the school day.
2. Should a teacher elect and get approval to take a university credit class under this provision, then only the completion of a class that shall meet for fifteen (15) hours or more shall be counted for one Continuing Education Credit Day.
3. The Superintendent or designee shall have the authority to award CEC units to teachers on a prorated basis whenever a teacher or teachers shall be requested to attend a workshop or seminar. The prorated portion shall take into consideration the time of the workshop or seminar, the financial involvement of the district and or the teacher in the workshop or seminar, and other related conditions that would warrant an award of CEC credits to the teacher(s).
4. A maximum of three (3) days credit may be accumulated for a period not to exceed twenty-four (24) months duration. Failure to use these accumulated days within the above noted time limit shall result in loss of those days. Excess of three (3) days credit may accumulate for a period not to exceed twelve (12) months.
5. By September 30 of each school year, the Board shall provide a printout of CEC hours earned up to the preceding August 31 to participating teachers who request this information in writing no later than September 15.

D. Lamphere Mentor Program:

The Board and the Federation agree to implement the Lamphere Mentor Program at the start of the 1989/90 school year.

With thirty (30) day written notice, either party can terminate participation in the plan at any time. Both parties agree to attempt to resolve any differences or problems that may occur before issuing termination notice.

ARTICLE XV LAYOFF AND RECALL

A. Federation to be Consulted:

Prior to finalizing any plan in the reduction of professional staff, the Board, through the Superintendent, shall consult with the Federation concerning such contemplated action, along with the reasons for the action and in the identification of the positions which will be affected under such circumstances.

B. Seniority:

1. Seniority shall mean the number of continuous, uninterrupted years of service within the district computed from the first day the teacher reported for work as a regular contract teacher, or as a permanent substitute as defined in Article I, A-2. The Board shall maintain a district-wide seniority list. It is understood that any leave of absence described in this Agreement shall not be considered as an interruption of years of service.
2. For the purpose of reduction of staff, the Board shall maintain separate seniority lists in which all teachers shall be listed in their major area as listed on their college transcripts. Teachers must provide proof of any additional major field of study by March 1st of each year.
3. The following is a list of those major areas where teachers will be placed according to the terms of this section. Special major area qualifications for each teacher will be identified in parenthesis after the teacher's name. Additional major areas may be used after a need for such addition has been discussed with representatives of the Union.
 - a. K-6 Elementary
 - b. K-12 Physical Education
 - c. K-12 Media (Library Science)
 - d. K-12 Instrumental Music
 - e. K-12 Vocal Music
 - f. K-12 Art
 - g. Social Worker
 - h. Reading
 - i. Special Education
 - j. Guidance and Counseling
 - k. 9-12 Social Studies
 - l. 9-12 Mathematics
 - m. 9-12 Science
 - n. 9-12 English
 - o. 9-12 Business Education
 - p. 9-12 Industrial Education
 - q. 9-12 Home Economics
 - r. 9-12 Foreign Language

4. In the event that there are teachers with equal seniority as defined above, the following, listed in order of consideration, shall govern the date used in the seniority lists:
 - (a) The date the Board took action to hire the teacher.
 - (b) The date the initial employment contract was signed by the teacher.
 - (c) If (a) and (b) are the same, then the Board shall provide for a meeting with the Union and the teachers involved in which the order of seniority will be determined by lot.

C Reduction of Staff:

1. When it becomes evident and necessary to reduce staff, such reduction will begin with probationary teachers.
2. Reduction of tenure teachers, if necessary, shall be based upon the utilization of the seniority lists described in Section B of this Article. In order to reduce the necessity of mass layoffs which may occur when district-wide seniority alone is used, the reduction of staff shall be based on the following procedures:
 - (a) When a position being reduced has been identified by the Board, then the least senior employee of that major area seniority list as described in Section B-2 of this Article shall be identified.
 - (b) After identification, the Board shall check all other major area seniority lists in which the teacher is listed to determine if the teacher has more seniority than the least senior employee on such list.
 - (c) A final check of the district-wide seniority list will be made to determine if the teacher identified in (a) above shall have the qualification and the seniority to replace the least senior employee on such list.
 - (d) The employee to be laid off shall be determined as the least senior employee identified after following the above procedures. Example: The Board has identified that a sixth (6th) grade position will be reduced because of declining enrollment. The elementary major area list shall be used to determine the least senior employee {(a) above}. Other major area seniority lists shall be checked {(b) above} and shall be used for this teacher. After identification of the least senior teacher as in (b) above, then the district-wide seniority {(c) above} list is checked to see if this teacher is qualified and can displace another teacher who may have a 7th and/or 8th grad assignment. The person then identified or displaced shall be laid off to take care of the reduction of the 6th grade position.
3. Reduction shall provide that teachers shall teach in their major field of college or university transcript. Assignments to a minor field may be necessary when there are

no laid-off tenure teachers who have a major (college transcript) to teach in the position to which the teacher is assigned to the minor.

(a) Teachers who were hired to teach and are currently teaching the major portion of their assignment in their minor field shall be exempt from this section (3) and shall be included in the seniority list of that department.

4. All retained teachers, especially at the secondary level, shall meet the State guidelines for certification and meet the requirements for continued North Central Accreditation.

D. Order of Recall:

When openings occur, teachers who have been released shall be recalled in the inverse order in which they were released as defined in Section C above; provided, however, that each person recalled shall meet the qualifications for the position available as defined in Section C of this Article.

1. As openings occur, the Board shall contact each qualified person on the recall list by registered letter and such letter shall indicate the position open, the order of seniority of person being contacted and a deadline for a response of interest from the teachers contacted. The deadline shall be no less than ten (10) days from posting of the letter to the last known address supplied by the teacher. It is the responsibility of the teacher to supply the Board with current addresses and telephone numbers
2. The position shall be awarded to the highest seniority teacher who responds to the letter within the time limits as stated above. Teachers who refuse the position or shall fail to respond within the required time shall be eliminated from any further recall for employment with the district, unless the teacher can provide evidence of extenuating circumstances.

E. Recall and Helpful Information:

At the time a teacher is notified that the teacher is to be laid off, the Board shall advise the teacher of the recall and information rights. At the teacher's request, the Board shall supply information which will help such teacher to qualify themselves in another teacher position and/or area.

F. Substitute List:

Any teacher not recalled by the Board shall receive top priority on the substitute teacher list. Permanent substitute positions must be offered in order of seniority to qualified teachers on layoff.

G. Notification to Other Districts:

The Board shall notify surrounding districts of the layoff and that affected teachers are available for employment.

H. Middle School:

1. The Union recognizes that the Board shall have the final determination as to the educational philosophy and staffing qualifications of the middle school.
2. The Union and the Board shall make such changes in this Article as required to facilitate staffing of a middle school.

**ARTICLE XVI
ACADEMIC FREEDOM**

A. Constitutional Rights:

The Board and Federation agree that all teachers shall be allowed in their teaching and personal lives to exercise their rights under the Constitution of the United States of America.

B. Controversial Issues:

Several sides of controversial issues which are normally a part of the curriculum content of an approved course shall be allowed provided the teacher shall follow the Superintendent's Administrative Team and Board policies and stays within the Articles of this Agreement.

**ARTICLE XVII
GENERAL**

A. **Absence Reporting:**

Teachers shall report their unavailability for teaching duties on any particular day as soon as possible and at least one (1) hour and thirty (30) minutes before their scheduled starting time. Teachers shall be informed of the telephone number they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. **Emergency Closings:**

When, in the judgment of the Superintendent or the Superintendent's designee, hazardous weather conditions prevent the opening of school, teachers shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the Superintendent or the Superintendent's designee, attendance of teachers will not be required in the building or buildings so affected. However, teachers may be required to fulfill or complete the workday in another building. Time lost by teachers in connection with any incident mentioned in this Section shall not be charged against the teacher, but the teacher may be required to teach additional days, without additional compensation, to make-up for time so lost; provided, that such makeup days are required to qualify for State Aid, or by Statute.

C. Board Information Available to Federation:

The Board shall provide the Federation with copies of all compiled and published information concerning the financial resources of the district, tentative budgetary requirements and allocations, student enrollment data and teaching personnel statistics and any information necessary for the Federation to process any grievance and/or necessary for the enforcement and supervision of this Agreement, except for information contained in the personnel files, which is deemed to be confidential by terms of this Agreement. This information shall be forwarded to the Federation upon the request of the Federation and the Federation shall be responsible for all costs, if any, in complying with this request.

D. Public Records:

The Federation shall be permitted access to those public records pertaining to wages, hours and condition of employment of the bargaining unit; provided, however, that the records of employees who are not a part of the bargaining unit shall be excluded. The cost, if any, of complying with the provisions of this section shall be charged to the Federation.

E. Printing and Distribution of Agreements:

Copies of the ratified Agreement shall be printed in booklet form by the Board and distributed to all members of the bargaining unit no later than forty-five (45) days after ratification by both parties. The Board shall give the Federation seventy-five (75) additional copies.

F. Board Rules, Regulations, Practices and Individual Contracts:

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

G. Waiver Clause:

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

H. Agreement Final:

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

I. Agreement Subject to Law:

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. In cases where a provision shall be voided and made inoperative as spelled out above, both parties agree to meet immediately to renegotiate the voided provisions.

J. Payroll Deductions:

Teachers may request in writing that deductions be made from their pay for the following purposes:

1. Income Protection Insurance mutually approved by the Board and the Federation.
2. Health Insurance.
3. United Foundations.
4. SOC Teacher's Credit Union.
5. Federation Dues - Assessment and Fees (LFT, MFT, AFT) and C.O.P.E. deductions.
6. Various annuities as mutually approved by the Board and the Federation.
7. Others upon mutual agreement.

K. School Calendar:

1. In the 1991-92 school year, teachers shall be required to be in attendance 187 days.
2. School recess periods for 1991-92 school year shall be as follows:
 - (a) Labor Day Recess and the Friday preceding.
 - (b) Thanksgiving and the Friday following.
 - (c) Christmas and New Year's recess shall begin at the close of the school day on

Friday, December 20, 1991, and shall end with the beginning of the school day on Monday, January 6, 1992.

- (d) Mid winter recess shall begin at the close of the school day on Friday, February 14, 1992, and shall end with the beginning of the school day on Monday, February 24, 1992.
- (e) One of the first two (2) work days of the school year and the last work day of the school year shall be allocated for records and room preparation.
- (f) Easter recess shall begin at the close of the school day on Thursday, April 16, 1992, and shall end with the beginning of the school day on Monday, April 27, 1992.
- (g) Memorial Day recess shall be on Monday, May 25, 1992.

3. In the 1992-93 school year, teachers shall be required to be in attendance 190 days with three (3) additional days to be determined no later than March 30, 1992. (Failure to reach agreement on 190 work days by the above deadline shall result in a 187 day work year for 1992-93).

4. School recess periods for the 1992-93 school year shall be as follows:

- (a) Labor Day Recess and the Friday preceding.
- (b) Thanksgiving and the Friday following.
- (c) Christmas and New Year's recess shall begin at the close of the school day on Wednesday, December 23, 1992, and shall end with the beginning of the school day on Monday, January 4, 1993.
- (d) Mid winter recess shall begin at the close of the school day on Friday, February 12, 1993, and shall end with the beginning of the school day on Monday, February 22, 1993.
- (e) One of the first two (2) work days of the school year and the last work day of the school year shall be allocated for records and room preparation.
- (f) Easter recess shall begin at the close of the school day on Thursday, APRIL 8, 1993, and shall end with the beginning of the school day on Monday, April 19, 1993.
- (g) Memorial Day recess shall be on Monday, May 31, 1993.

L. Notice of Termination:

After April 1, of the year in which the contract expires, either party may request in writing that formal negotiations begin for the new agreement. Negotiations for the new agreement must commence within 20 days from the receipt of the request.

M. Time for Negotiations:

Any time spent by any member of the bargaining unit in connection with the negotiations mentioned in this Article XVII, shall be after their regular working hours and without additional pay or compensation, unless agreed to otherwise by the parties.

N. Strike Prohibition:

The Federation recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Federation agrees, on behalf of itself and on behalf of all those whom it represents as follows:

1. The Federation will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike during the life of this Agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose."
2. In the event of any strike in violation of this Agreement or of the law, the Federation will take any and all action reasonably within its power to bring the strike to an end.
3. It is further agreed that any teacher who strikes in violation of this Agreement shall be disciplined by any penalty up to and including discharge.

**SCHEDULE A-1
SALARY SCHEDULE FISCAL YEAR
1991-92**

<u>Step</u>	<u>BA + 50</u>					<u>MA + 45</u>
	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>ED.SPEC</u> <u>Ed.D/D</u>
0.0	26101	27571	28739	29917	30797	31676
0.5	27129	28598	2984	31014	31898	32772
1.0	28152	29627	30943	32119	32997	33875
1.5	28890	30355	32046	33220	34096	34975
2.0	29627	31086	32997	34172	35049	35927
2.5	30355	31823	34096	35269	36147	37031
3.0	31086	32555	35049	36227	37103	37985
3.5	31823	33291	36147	37323	38203	39085
4.0	32555	34022	37103	38276	39162	40037
4.5	33291	34758	38203	39374	40254	41133
5.0	34758	36227	39742	40912	41798	42675
5.5	35489	36951	40845	42017	42898	43775
6.0	36951	38423	42386	43553	44439	45315
6.5	37688	39162	43482	44656	45536	46422
7.0	39162	40624	45026	46219	47079	47960
7.5	39888	41355	46118	47294	48174	49057
8.0	41798	43265	47960	49130	50011	50891
8.5	42528	44002	49057	50228	51105	51991
9.0	44439	45903	50891	52065	52942	53825
9.5	45169	46634	51991	53162	54043	54918
10.0	47079	48540	54240	55420	56295	57175

BASED ON 187 DAY CALENDAR

SCHEDULE A-2
SALARY SCHEDULE FISCAL YEAR
1992-93

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+50</u> <u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u> <u>ED.Spec</u> <u>ED/D/D</u>
0.0	28190	29778	31040	32312	33263	34212
0.5	29301	30887	32229	33497	34452	35396
1.0	30406	31999	33420	34690	35638	36587
1.5	31202	32785	34611	35879	36825	37775
2.0	31999	33574	35638	36908	37855	38803
2.5	32785	34371	36825	38093	39041	39995
3.0	33574	35162	37855	39127	40073	41026
3.5	34371	35956	39041	40311	41261	42214
4.0	35162	36745	40073	41340	42297	43242
4.5	35956	37541	41261	42526	43477	44425
5.0	37541	39127	42924	44190	45144	46091
5.5	38330	39909	44115	45381	46333j	47280
6.0	39909	41499	45780	47040	47996	48942
6.5	40705	42297	46963	48231	49181	50138
7.0	42297	43876	48631	49919	50847	51799
7.5	43082	44665	49810	51080	52030	52984
8.0	45144	46728	51799	53063	54015	54964
8.5	45933	47525	52984	54249	55196	56153
9.0	47996	49578	54964	56233	57180	58134
9.5	48785	50367	56153	57418	58370	59315
10.0	50848	52425	58582	59856	60802	61752

BASED ON 190 DAY CALENDAR

**SCHEDULE B
TEACHER'S SUPPLEMENTAL PAY SCALE**

A RATIONALE:

1. The positions listed in this Schedule B are extra duty and as such are voluntarily contracted with individuals at the rates set forth herein.
2. The rates for each position in this Schedule B are for a full year, season or unit as set forth with each position. A position filled by an individual for less than the normal time specified shall be paid at a prorated basis from the full rate listed in this Schedule B.
3. The listing of a particular position in this Schedule B shall not obligate the Board to fill the position, but not in conflict with other provisions of this Agreement.
4. Vacancies in all Schedule B positions shall be posted as per the procedures describe in Article VI of this agreement.
5. The Board shall pay the State of Michigan retirement on monies received under this Schedule B.
6. Each of the positions listed in this Schedule B shall be the rate for one bargaining unit member filling the full job. Should a condition arise where more than one person shall share the responsibilities of the position then such pay rate listed shall be prorated accordingly.
7. Each of the positions listed in parts B, D, E, F, G & H of Schedule B shall be paid at the percentage indicated of the M.A. track of Schedule A at the minimum step (Step 0).

B. PAY RATE FOR TEAM LEADER, BUILDING DEPARTMENT HEAD AND VOCATIONAL EDUCATION COORDINATOR:

1. Each year for the first two (2) years. 5%
2. Each year beginning the third year. 6%
3. Each year beginning the sixth year. 8%

C. PAY RATE FOR COUNSELORS AND VOCATIONAL EDUCATION COORDINATORS FOR WORK PERFORMED OUTSIDE OF THE SCHOOL YEAR:

1. Two weeks' extra pay for two (2) extra weeks' duty; one (1) week prior to school in September and one (1) week following school in June.
2. Pay shall be based on the summer work pay rate as described in Article III, Section M.

D. SENIOR HIGH SCHOOL EXTRA DUTY PAY RATES:

1. Senior Class Sponsor, Per year 5%
2. Junior Class Sponsor, Per Year 4%
3. Sophomore Class Sponsor, Per Year 3.2%
4. Freshman Class Sponsor, Per Year 2.6%
5. Play Director, Per Play 5%
6. Musical Director, Per Play 4%
7. Stage Crew Director, Per Play 2%
8. Yearbook Sponsor, Per Year 5%
9. Newspaper Sponsor, Per Issue .5%
10. Forensic Sponsor, Per Year 4%
11. Choral Director (Can include Middle School Choral) Per Year 4.5%
12. Band Director, Per Year 6.1%
13. National Honor Society 4%
14. SEOVEC Coordinator - 7.5%
15. Vocational Education Coordinator - 3.5%
16. Cable T.V. Coordinator - District Level 20%
17. Fall and Winter Color Guard © 2% per season

E. MIDDLE SCHOOL - EXTRA DUTY PAY RATES

1. Newspaper Sponsor, Per Issue 4%
2. Band Director, Per Year 5%
3. Yearbook Sponsor, Per Year 2.6%
4. Choral Director, if performed by someone other than the Senior High School Choral Director 3.2%
5. Play Director, Per Play 2.6%

- 6 Camp Attendance, Per Week 1.5%
- 7. Camp Attendance, Per Day .26%
- 8. After-school activities director, 2.5% per session

F. ELEMENTARY SCHOOL EXTRA DUTY PAY RATES:

- 1. Safety Patrol Sponsor, Per Year 2%
- 2. Service Squad Sponsor, Per Year 1.5%
- 3. Band Director, Per Year 3.2%
- 4. Teacher-in-charge, 2% annual

G MISCELLANEOUS DUTY RATES:

- 1. Academic Enhancement Activities 1.0%
 - (a) Science Fair
 - (b) Science Olym
 - (c) Ethnic Festival
 - (d) Art Fair
 - (e) Future problem solving

H. SECONDARY INTRAMURAL RATES:

- 1 Secondary Intramural Directors
Pay Rates per building - 6% per year.
- 2. Secondary Intramural Activity Sponsor pay rates shall be determined by the building administrator upon the recommendation of the Intramural Director. The Federation President or designee shall be invited to meet with the building administrator and the Intramural Director to discuss such pay rates.
- 3. The Intramural Director shall make recommendation for activity sponsor pay rates based upon the following:
 - a. Type of activity
 - b. Supervisory responsibilities

c. Length of time to complete activity

4. The building administrator shall issue a memorandum of understanding to the appointed secondary intramural activity sponsor indicating the pay rate for the activity before commencement of work by the sponsor. The maximum pay for a season intramural activity shall be 1.5% of the M.A. minimum. The minimum for a short-term intramural activity shall be .15% of the M.A. minimum.

I. ATHLETIC DEPARTMENT POSITIONS PAY RATES:

1. All coaching positions shall be paid as a percentage of the B.A. track of Schedule A, according to years of experience in a given sport as determined by the Superintendent. The Building Athletic Director, listed under 2 below, will remain at Step 0 of the MA track and will not be paid according to years of experience.
2. High School Positions:

FOOTBALL
10% Head Coach
8% Varsity Asst
8% Jr. Varsity

WRESTLING
10% Head Coach
8% Assistant

BASKETBALL
10% Head Varsity
8% Assistant

SWIMMING
10% Head Coach
8% Assistant

SKIING
6% Head Coach

BASEBALL
7% Head Varsity
5% head Jr.Varsity

BOWLING
4% Head Coach

TRACK
7% Head Varsity
5% Head Jr.Varsity

GOLF
5% Head Coach

CROSS COUNTRY
5% Head Coach

TENNIS
5% Head Coach

SOFTBALL
7% Head Coach
5% Assistant

GYMNASTICS
7% Head Coach
5% Assistant

VOLLEYBALL
10% Head Coach
8% Assistant

CHEERLEADING
3% per season
per team

POM PON
3% per season
per team

BUILDING ATHLETIC DIRECTOR

20%

9th Grade Positions:

FOOTBALL

7% Head Coach

5% Asst. Coach

BASEBALL

5% Head Coach

BASKETBALL

7% Head Coach

SWIMMING

7% Head Coach

VOLLEYBALL

7% Head Coach

TRACK

5% Head Coach

WRESTLING

7% Head Coach

SOFTBALL

5% Head Coach

CHEERLEADING

3% Per Season

3. Middle School Positions - 7th & 8th Grades:

FOOTBALL-7th Gr.

5% Head Coach

BASKETBALL-7th Gr.

5% Head Coach

FOOTBALL-8th Gr.

5% Head Coach

BASKETBALL-8th Gr.

5% Head Coach

BASEBALL-7th/8th Gr.

4% Head Coach

VOLLEYBALL-7th/8th Gr.

5% Head Coach

TRACK-7th/8th Gr.

4% Head Coach

SOFTBALL-7th/8th Gr.

4% Head Coach

CHEERLEADING-7th Gr.

2% Per Season

CHEERLEADING-8th

2% Per Season

WRESTLING-7th/8th Grade

5% Head Coach

SWIMMING - 7th/8th Grade

5% Head Coach

**ARTICLE XVIII
DURATION AND SIGNATURE**

The provisions of this Agreement shall be effective as of Wednesday, August 28, 1991, or the first reporting day of school for the 1991/92 school year, whichever occurs first, and shall continue in full force and effect until 11:59 p.m. of Labor Day, September 6, 1993, or until 11:59 p.m. of the day prior to the scheduled start of school for the 1993/1994 school year, whichever occurs first.

IN WITNESS WHEREOF, the parties hereunto set their hands,

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS

President: Michael J. Higgins Date: 5/14/91 Witness: Philip A. Brunk

Secretary: Donald J. Nagel Date: 5/14/91 Witness: Charles A. Haed

FOR THE LAMPHERE FEDERATION OF TEACHERS

President: Anna Kehler Date: 5/14/91 Witness: Barbara Moran

Secretary: Ethel Stillman Date: 5-14-91 Witness: Luis E. Piteo



