

# MASTER AGREEMENT

Between

**Ludington  
Education Association**

&

**Ludington  
Board of Education**



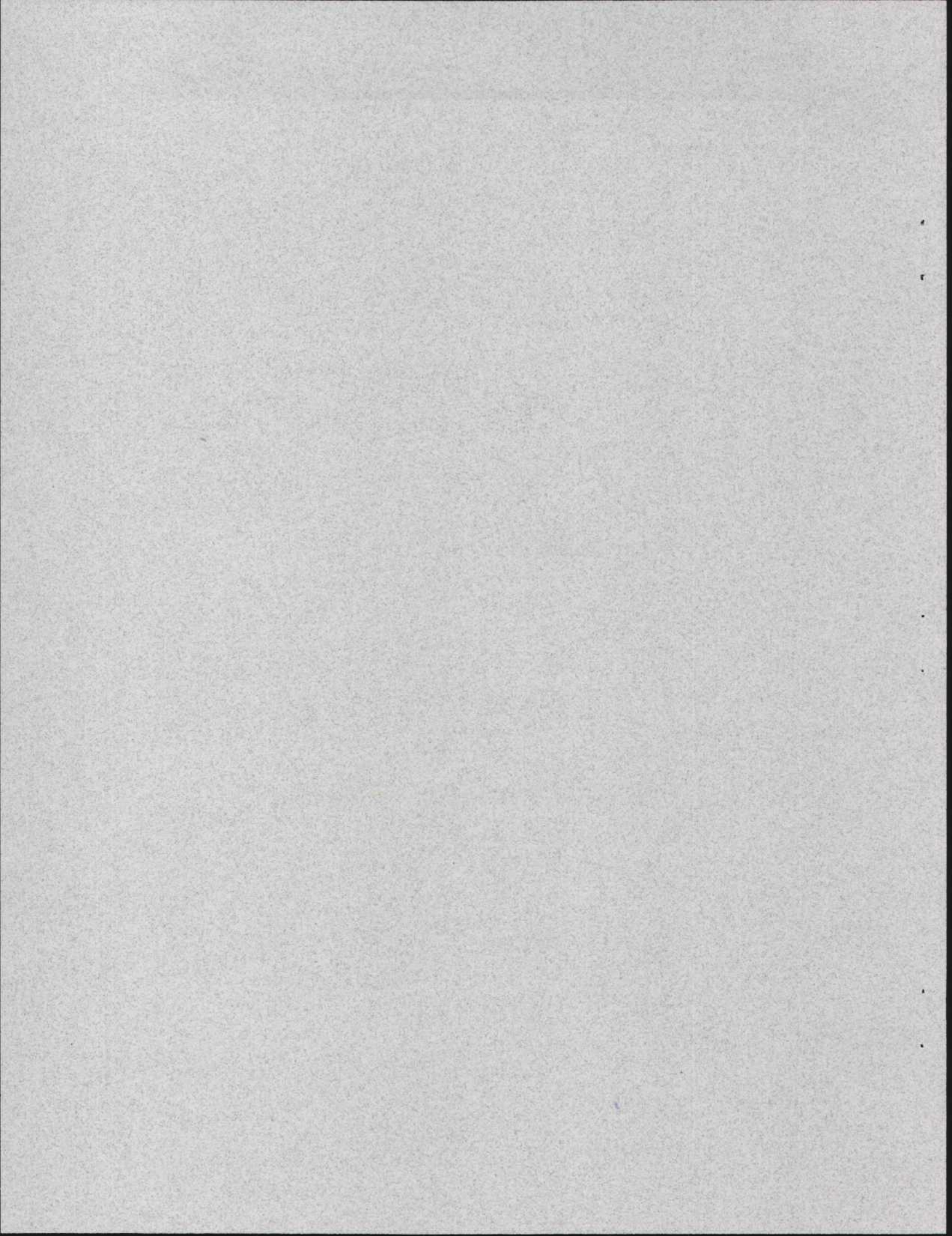
1991 - 92 / 1992 - 93

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION

Michigan State University

LUDINGTON AREA SCHOOLS / LUDINGTON, MICHIGAN 49431

*Ludington Area Schools*





ADDENDUM TO MASTER AGREEMENT - 1991-1993

ARTICLE XXVIII

SCHEDULE C

Section 28.2 (1992-93) Calendar.

AUGUST 26 (or) 27	TCHR CLASSRM WORK DAY (no school)
AUGUST 31	TCHR/ADMIN MEETINGS (no school)
SEPTEMBER 1	STUDENTS REPORT (full day)
SEPTEMBER 7	LABOR DAY (no school)
OCTOBER 30	END OF 1ST MARKING PERIOD
November 10	Elem: Evening Conferences
November 11	Elem: Aft. Conf. ( $\frac{1}{2}$ day stu)
November 12	Elem: Aft. Conf. ( $\frac{1}{2}$ day stu) Secy: Aft. & Eve. Conferences ( $\frac{1}{2}$ day students) (1-3 pm & 6:30-8:30 pm)
November 13	Elem & Secy: ( $\frac{1}{2}$ day stu & tchrs)
NOVEMBER 26-27	THANKSGIVING RECESS (no school)
DECEMBER 18	CHRISTMAS RECESS (end of day)
JANUARY 4	SCHOOL RESUMES
January 20-21-22	H S Exams ( $\frac{1}{2}$ day--HS stu only)
January 21-22	Records Day PM ( $\frac{1}{2}$ day--all stu)
JANUARY 22	END OF 1ST SEMESTER
JANUARY 25	BEGINNING OF 2ND SEMESTER
MARCH 19	END OF 3RD MARKING PERIOD
March 22	Elem: Evening Conferences
March 23	Elem: Aft. Conf. ( $\frac{1}{2}$ day stu)
March 24	Elem: Aft. Conf. ( $\frac{1}{2}$ day stu) Secy: Aft. & Eve. Conferences ( $\frac{1}{2}$ day students) (1-3 pm & 6:30-8:30 pm)
MARCH 26	SPRING RECESS BEGINS (half day)
APRIL 5	SCHOOL RESUMES
APRIL 9	GOOD FRIDAY (no school)
MAY 31	MEMORIAL DAY (no school)
June 6	Baccalaureate & Commencement
June 7-8-9	H S Exams ( $\frac{1}{2}$ day--HS stu only)
June 8-9	Records Day PM ( $\frac{1}{2}$ day--all stu)
JUNE 9	LAST DAY FOR STUDENTS & TEACHERS

\* (One half-day inservice for both elementary & secondary planned during school year [not necessarily the same day]; Topic: "Outcome Based Education")

PAID HOLIDAYS FOR TEACHERS:

Labor Day  
Thanksgiving  
Christmas  
New Year's Day  
Good Friday  
Memorial Day



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ARTICLE I  
RECOGNITION

Section 1.1 Collective Bargaining Unit.

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 336 of 1947 as amended by Act 379 of Public Acts of 1965, for all Certified Teaching Personnel under contract with the Board in the following positions:

classroom teachers, librarians, counselors, special education teachers, school psychologist, consultants working with students, but excluding all substitute personnel, principals, superintendents, supervisory and executive personnel, administrative and clerical personnel, aides, custodial and transportation personnel.

Section 1.2 Teacher Definition.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

Section 1.3 Negotiation Prohibition.

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II  
MANAGEMENT RIGHTS

Section 2.1 Reserved Rights.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; subject to the provisions set forth in Articles VI, VII, VIII and IX;
- (c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) To decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; the Board will consult with the teachers in the affected area with respect to these matters;

- (e) To determine class schedules and the hours of instruction, the duties, responsibilities, classroom assignments and extra-curricular assignments of teachers.

The exercise of the foregoing powers, rights, authority, duties and responsibility by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE III TEACHER AND ASSOCIATION RIGHTS

#### Section 3.1 Protected Rights.

Pursuant to Act 336 as amended by Act 379 of Public Acts of 1965, the Board hereby agrees that those employees, represented by the Association as defined in Article I, except those excluded in Article I, of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation on subject matters included in said Act. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly nor indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 as amended by Act 379 of the Public Acts of 1965 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or with respect to any terms or conditions of employment. The Association agrees that it will not discriminate against any teacher who is not a member of the Association, but who is being represented by it.

#### Section 3.2 Discipline.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or discriminated against without just cause stated in writing. Any such discipline, reprimand or reduction in rank or compensation shall be in accordance with the Teacher Tenure Act of 1965. Nothing in this section, however, is to prevent direct oral communication between administrator and teacher when discipline or reprimand appears to be necessary. The teacher may request that the reprimand be put in writing.

#### Section 3.3 Rights of Citizenship.

Notwithstanding this employment, teachers shall be entitled to full rights of citizenship as guaranteed by the Constitution of the United States and Michigan.

#### Section 3.4 Use of School Facilities.

The Association shall have the right to use school buildings and equipment, without rental charge, for the purpose of conducting Association business. Such equipment shall be audio-visual and general

office equipment which is normally available for teacher use. The Association agrees to abide by the rules and regulations established by the Board for use of school buildings and equipment. The Association shall pay for the cost of all materials, supplies and extra maintenance and services incident to such use.

#### Section 3.5 Inter-School Mail.

Inter-school mail and school mail boxes may be used by the Association to distribute official communications of the Association. Official communications of the Association shall not include communications of a defamatory nature. Distribution of Association materials in school mail boxes shall be the responsibility of the Association and shall be signed by an Association representative. A copy of all official Association communications posted on the school bulletin boards shall be sent to the Superintendent.

#### Section 3.6 Public Information.

The Board agrees to furnish the Association with such public information as required by law, which may be available concerning the financial resources of the school district, tentative budgetary requirements and allocations. The Association agrees that request for such information will be made in writing through the president or someone designated by him/her, and that request will be made sufficiently in advance of their need so that the Board may have ample time to prepare and/or assemble the requested information. Original records may be examined only at the offices of the Board. In addition, the Board agrees to furnish, upon request, personnel data and such information which may be necessary for the Association to process any grievance or complaint.

#### Section 3.7 Fiscal Information.

The Board will inform the Association of any fiscal, budgetary or tax programs, or construction programs which are proposed or under consideration. Such information will normally be communicated through Board meeting agendas and minutes.

#### Section 3.8 Association Business Leave.

The LEA Executive Board members and committee chairpersons shall be permitted a combined total of eight (8) days of released time from school responsibilities to transact official Association business without loss of salary or other benefits. The financial responsibility for such days will be assumed by the Association at the current substitute rate. The Association representative will assume the responsibility of notifying the building principal when he/she expects to be absent and when he/she expects to return.

#### Section 3.9 Association Business During School.

Association Executive Board members and committee chairpersons of the Association and its MEA and NEA affiliates shall be permitted to transact official Association business on school property provided that this does not interfere with nor interrupt normal school operations. Regional or state representatives of MEA or NEA will follow usual visitor procedures.

#### Section 3.10 Master Agreement.

Copies of the Master Agreement will be distributed as a separate publication, at which time this Master Agreement will become the sole property of the individual teacher.

ARTICLE IV  
SCHOOL CALENDAR

Section 4.1 Negotiation of School Calendar.

The Board and the Association agree that they will negotiate all aspects of the school calendar that are legally bargainable. The school calendar shall be set forth in Schedule C, and there shall be no deviation from nor change in the school calendar except by mutual agreement of the Board and the Association.

Section 4.2 Snow Days.

Teachers will not be required to report when school is not in session because of "Acts of God." "Acts of God" are days when schools are closed because of weather conditions . . . ice, snow, tornadoes, etc., or when mandated by a lawful public authority.

Section 4.3 Lost School Days.

If the Ludington Area Schools must make up lost days due to events beyond the control of the school system (weather, or when mandated by a lawful public authority), and such days if not made up will cause the Ludington Area Schools a loss of funds, the first such make-up day shall be credited as a compensatory day to be taken the following year. Any additional day(s) after the first make-up day shall be considered as part of the regular calendar year and shall be worked with no additional compensation to the employee. Boiler breakdown, fuel shortage, mechanical failure, etc., are not "Acts of God."

ARTICLE V  
PROFESSIONAL COMPENSATION

Section 5.1 Salaries.

The salaries of teachers covered by this Agreement are set forth in Schedules A and B, which are attached to and incorporated in this Agreement.

Section 5.2 Pay Periods - Schedule B Activity.

The salary schedule is based upon a normal week teaching load, as hereinafter defined, for the school calendar year during normal teaching hours. Teachers shall be paid in equal installments distributed bi-weekly throughout the calendar year. For the 1991-92 year, the date of the first pay will be September 6, 1991; for the 1992-93 year, the date of the first pay will be September 4, 1992.

Seasonal Schedule B assignments will be paid in the following manner: one-half (1/2) at the commencement and one-half (1/2) upon the completion of the activity. Seasonal Schedule B assignments shall not be included in the teacher's daily rate. Year-long Schedule B assignments will be included in the teacher's bi-weekly pay. The Board and the Association agree that payroll deductions are acceptable for charitable contributions, Association dues, insurance, credit unions, savings bonds or any other plans or programs jointly approved.

Section 5.3 Pay At End of School Year.

If for any reason a teacher wishes the balance of his/her pay by the end of the academic year, he/she may receive it in a lump sum. Such a request must be filed no later than thirty (30) days prior to the last day of school.

Section 5.4 Release From Duties.

A teacher engaged during the school day in negotiating a local problem at the request of, or with approval of, the Board or the Superintendent, on behalf of the Association, shall be relieved from regular duties without loss of salary. Time within the normal working day will be arranged if conveniently possible.

Section 5.5 Reporting for Work.

Teachers are expected to report for work at their buildings and to put in a full day unless otherwise notified by the administration. One one hundred-ninetieth (1/190) of the teacher's salary will be deducted for failure to report.

Section 5.6 Pay for Less Than Full Year.

Teachers beginning work after the start of the contract year or quitting work before the end of the contract year will have their contract amount converted to the daily rate in order to determine pay to be received or deducted.

Section 5.7 Pay Upon Leaving System.

Teachers leaving the school system at the end of the academic year may collect the balance of pay due them in a lump sum. All fringe benefits in this case will continue through the month of August, but not beyond August 31.

Section 5.8 Mileage Allowance.

Teachers required to drive their personal automobiles in their regular work or extra-duty assignments shall receive a mileage allowance of twenty cents (\$.20) per mile. The twenty cents (\$.20) per mile is based on the price of unleaded (self-serve) gasoline at \$1.288 per gallon. The mileage allowance shall be determined on the first Monday of each month at the Clark Station and determined on a formula where each ten cents (\$.10) change in the price of gasoline shall result in one-half (\$.005) cent addition or deletion to the mileage allowance provided herein.

Section 5.9 Holiday Eligibility.

A teacher must work the working day before and the first working day after a paid holiday in order to receive pay for that day. An exception will be Labor Day, when only the working day after must be worked. A teacher on leave according to Articles X, XI, XII and Section 13.2 and 13.3 of XIII will receive pay for the holiday as if he/she were in attendance.

ARTICLE VI  
TEACHING ASSIGNMENTS

Section 6.1 Teaching Assignments.

Teachers' assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certification and major and minor fields of study except temporarily and for good cause. If such a temporary assignment is necessary, the teacher will be given written notification as to the cause and the duration of the assignment. A fully qualified teacher will be obtained no later than the end of the semester. A temporary teacher at the beginning of the semester will be replaced with a qualified teacher no later than six (6) weeks into the semester.

Section 6.2 Notice of Teaching Assignments.

By June 1, building principals shall notify teachers, in writing, of tentative assignments for the forthcoming school year. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades shall be notified, in writing, as soon as is practicable, but no later than July 1st for first-semester assignments and the first day of attendance in January for second-semester assignments, except as necessitated by enrollment changes, resignations or changes as a result of a decrease in school finances.

Section 6.3 Notice of Special Service Assignments.

Not included in above Section 6.2 are those teachers who provide auxiliary or special services in the elementary schools such as reading, physical education, art and music. Enrollments and needs cannot be identified until after school has started in September. Therefore, written notification of assignments for these areas will be given to involved teachers no later than October 1. Changes in these assignments may be made to provide continuous flexible programming during the school year at the mutual arrangement of the teachers and administrators involved.

Section 6.4 Notice of Discontinuance of Special Services.

Teachers wishing to discontinue their supervision of extra activities as defined in Schedule B must give notice, in writing, to the Superintendent by the first (1st) day of April of the year prior to commencement of their activities. Coaches of spring sports, however, may have until July 1st to notify the Superintendent, in writing, if they wish to discontinue their activities. Later cancellation may be arranged by mutual consent. The Board agrees to notify of discontinuance of extra-curricular activity supervision by July 1, except in unusual circumstances.

ARTICLE VII  
TEACHING HOURS

Section 7.1 Normal School Day.

The normal school day shall consist of not more than seven and one-half (7-1/2) consecutive hours, including a lunch period and periods before the start of school and following the dismissal of students. All classroom teachers are to arrive in the classroom or other designated place no later than ten (10) minutes prior to the opening of the pupils' school day. Classroom teachers may leave no earlier than fifteen (15) minutes after the close of pupils' school day. Teachers will use the time before and after classes in the classroom making preparation or where they may be available to students. Occasional exceptions to these ten or fifteen minute periods may be granted by the principal. On Fridays and days falling before vacations, teachers may leave five (5) minutes after dismissal.

Section 7.2 Professional Hours.

Teachers shall make themselves available outside the normal school day (as defined in Section 7.1) excluding weekends and holidays, for meetings, curriculum study and planning and other school-related activities which are educationally oriented, and such meetings, etc., shall not exceed three (3) hours per month.



Section 7.3 Preparation Periods.

In pursuit of their professional teaching responsibility, teachers may use their designated preparation periods for research, planning, material gathering and meeting with parents, students and other faculty members.

- (a) Elementary teachers shall use for preparation all time during which recess, music, art, and P.E. have been scheduled.
- (b) The following are regularly scheduled in the elementary schools:

	<u>P.E.</u>	<u>VOCAL MUSIC</u>
BK-K	20 min. twice a week	20 min. twice a week
1-2	25 min. twice a week	20 min. twice a week
3-6	30 min. twice a week	20 min. twice a week

	<u>ART</u>
BK-K	0
1-2	60 min. every other week*
3-6	75 min. every other week*

\*(The classroom teacher to be available the last 15 minutes for clean-up.)

- (c) Senior High and Junior High classroom teachers shall use at least one designated class period for preparation.

Section 7.4 Secondary Teacher Loads.

No secondary teacher shall be required to teach a sixth regular classroom assignment for more than one (1) semester each year.

Section 7.5 Lunch Periods.

All teachers shall have a duty-free uninterrupted lunch period of from 30 minutes to 1 hour as determined by May 1 of each year by the administration.

Section 7.6 Teacher Aides.

Aides will be provided to supervise morning recess periods. In 1991-92, aides are planned for afternoon recess supervision. If this does not occur due to financial reasons, Article XXVII, Section F. (OTHER), fifth paragraph, shall read: "If Aides are not provided for supervision of the afternoon recess in 1991-92 (or for the length of this agreement) each elementary teacher shall receive one (1) compensatory day for covering afternoon recess."

Section 7.7 Substitutes.

When a teacher is unable to report for duty, a substitute will be furnished to fulfill the teacher's teaching responsibility. (See Section 27.1, F. 2.)

ARTICLE VIII  
TEACHING CONDITIONS

Section 8.1 Primary Duty of Teacher.

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also

acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 8.2 Pupil-Teacher Ratio.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the following procedures and standards are recommended. The standards are subject to modification for educational purposes such as specialized or experimental instruction, improvement of instruction methods, changes in enrollment, or any other valid reason as may be determined by the School Board.

Teachers of a class which exceeds the recommended maximum standard or where students from special education for disabilities are mainstreamed into the teacher's class after the opening of school, may request, in writing, a meeting of an Administrative Review Board. The request must be presented to the Superintendent by the LEA representative. The Review Board shall meet within two (2) weeks after receipt of such a request. The purpose of this Board shall be to work out a satisfactory solution to the problem or review of the problem so that all concerned may better understand complete details and reasons.

Illustrative of alternate solutions, without requiring or limiting their use, the Review Board may consider hiring, splitting classes and/or assistance from aides and/or paraprofessional assistants.

Class overload determination and the number of hours assigned to the paraprofessional or aides shall be determined by, and at the discretion of, the Superintendent in consultation with the teachers and building principal involved.

The Administrative Review Board shall consist of:

1. Superintendent or his/her designee.
2. Building Principal.
3. LEA Representative.
4. No more than three (3) other teachers from the building requesting such a review.

Recommended maximum class sizes:

ELEMENTARY - (Grades BK-6):	
BK.....	15 Maximum
K, Grades 1,2.....	22 Maximum
Grades 3,4,5,6.....	25 Maximum
SECONDARY - (Grades 7-8):	
Grades 7,8.....	25 Maximum
Basic Classes.....	18 Maximum
Study Halls.....	40 Maximum
Art.....	24 Maximum
Physical Education.....	30 Maximum
Swimming.....	20 Maximum
(Plus 10 for each certified life saving individual provided)	
Industrial Education.....	24 Maximum
Computers.....	26 Maximum

Home Economics.....	24	Maximum
Foreign Language.....	25	Maximum

(Work stations may be considered in the above.)

**SECONDARY - (Grades 9-12):**

In view of the work space needed by students, safety considerations and special attention in some advanced areas of work, it is felt that the distribution of students for the secondary level (grades 9-12) should be handled as follows:

Art.....	24	Maximum
Business Education:		
One Hour Classes.....	24	Maximum
Two Hour Vocational Classes.....	22	Maximum
English CP Literature.....	25	Maximum
English CP Writing.....	20	Maximum
English General Literature.....	25	Maximum
English General Writing.....	20	Maximum
Remedial Reading.....	15	Maximum
Speech.....	23	Maximum
Foreign Language.....	25	Maximum
Home Economics.....	24	Maximum
Industrial Technology:		
One hour Classes:		
Wood Shop - Home Technology.....	22	Maximum
Drafting.....	22	Maximum
Power Mechanics - Small Gas Engines.....	22	Maximum
Basic Auto.....	22	Maximum
Intro. Graphic Arts.....	22	Maximum
Metals.....	22	Maximum
Two Hour Vocational Classes:		
Auto Mechanics.....	18	Maximum
Machine Trades.....	18	Maximum
Graphic Arts.....	18	Maximum
Medical Skills.....	18	Maximum
Mathematics:		
Basic Math Classes.....	20	Maximum
College Prep.....	26	Maximum
Computer Science.....	24	Maximum
Physical Education.....	38	Maximum
Science.....	4 students per work station	Maximum
Social Studies.....	28	Maximum
Health.....	28	Maximum
Study Hall.....	50	Maximum

In certain program areas, maximum class size may be necessitated by work stations available.

**INTERACTIVE TELEVISION**

No member of the Association will be laid off as a result of the implementation and use of Telecommunications in the Ludington Area School District. If a class has an enrollment of 8 or more, a teacher will have the opportunity to supervise these students as a paid sixth assignment. If the enrollment is 10 or more, a teacher shall be assigned to teach the class, if qualified, or if no teacher has the qualifications, a teacher shall be assigned to monitor students' progress as part of his/her regular five period

assignment. (This agreement becomes null and void at the conclusion of the contract period.)

Notwithstanding anything to the contrary hereinbefore contained, it is mutually agreed by the parties hereto that this Article is intended as a recommendation of the Association, and not as a binding limitation on class size. The Administrative Review Board will meet in a response to every request submitted in accordance with the provisions of this Article and will communicate its recommendation to the Board of Education. The Board of Education will report its decision relative thereto to the Administrative Review Board following the next regular meeting of the Board of Education after receiving the report. The determination of the Board of Education relative to class size shall be the sole prerogative of the Board, and any decision made by it pursuant to this Article shall be final and binding upon the parties and not subject to grievance procedure.

#### Section 8.3 Equipment and Supplies.

The Board recognizes that appropriate equipment and supplies are necessary to facilitate a sound educational program. Accordingly, teachers, either individually or through their departments, shall be given the opportunity to request and make recommendations concerning supplies and equipment they deem necessary to fulfill their daily teaching responsibilities. Such requests and recommendations will be made at the end of the preceding school year and/or whenever it becomes apparent to the teacher that such supplies and equipment are needed.

#### Section 8.4 Status of Requisitions.

The administration shall communicate, in writing, as to the status (not necessarily approval or disapproval) of all requests concerning Section 8.3 within thirty (30) days from the date of submission to the Administrator. This communication shall be directed to the individual making the request.

#### Section 8.5 Special Supplies Fund.

Teachers will be credited with Twenty Dollars (\$20.00) to buy emergency/special supplies for their classroom upon submission of receipt or evidence of purchase.

### ARTICLE IX VACANCIES, PROMOTIONS AND TRANSFERS

#### Section 9.1 Notice of Vacancies and New Positions.

The Board and the Association agree that transfer within the system may be desirable for the continuity of education. Notice of all vacancies and new positions shall be given to all teachers by means of the School Bulletin during the school year, and to the President of the Association or his/her designate, during all times school is not in session. Such notice to the Association President is to be made by personal service to assure delivery. The administration will not fill a position before the end of fourteen (14) calendar days from the date of such delivery, and not before the end of seven (7) working days during the school year. For purposes of this Article, a vacancy shall mean an unfilled position in the bargaining unit which the Employer intends to fill after all assignments have been completed.

Section 9.2 Application for Vacancy.

Any teacher may apply for such vacancy and qualified applicants will be interviewed. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors. An applicant with less service shall not be awarded such position unless his/her qualifications therefore shall be superior in the judgment of the Superintendent to applicants with greater service.

Section 9.3 Transfer to Non-Bargaining Unit Positions.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X  
SICKNESS AND DISABILITY LEAVE

Section 10.1 Sickness and Disability Leave.

Sickness and disability leave will be granted for personal illness or disability. All references to "sick leave" in this Article are understood to mean "sickness and disability leave." Disability due to pregnancy shall be treated in the same manner as any other disability.

- (a) Each teacher shall be credited with ten (10) days of sick leave each year with pay. The unused portion shall accumulate without limit.
- (b) Sick leave for employees who have worked only part of the year: A teacher who works only part of the year by virtue of late entrance into the system shall be granted a total sick leave allowance for that year equal to one (1) day per month for each month, or part thereof worked.
- (c) When sick leave is available:
  1. First-year teacher: The full ten (10) days' sick leave becomes effective after the teacher reports for work at the beginning of the school year. Should a teacher be ill and unable to report on time, full pay will be deducted for the days absent. However, should the teacher complete the year satisfactorily, the accumulated portion of his/her sick leave may be applied to the days absent at the beginning of the year and the teacher reimbursed accordingly.
  2. Second-year teacher: Shall be treated in the same fashion as the first-year teacher with the exception that they shall be entitled to the accumulated sick leave days at the beginning of the year as soon as they report for work. This could result in no salary deduction for a second-year teacher.
  3. Tenure teachers: Tenure teachers legally have a continuing contract. Therefore, their sick leave is available at all times during the school year.

- (d) Teachers on sick leave will be paid for holidays when the employee's sick leave extends over the holiday period.
- (e) Teachers on continuing sick leave (e.g. maternity disability, recovery from surgery, etc.) will have sick leave deducted for an "Act of God" day, while teachers on a day-to-day absence for illness will not have sick leave deducted for "Act of God" day(s).
- (f) The teacher must assume the responsibility of notification when he/she expects to be absent. The following procedure will be followed:
  - 1. If you are aware that you will not be reporting for work the following day, and it is earlier than 9:00 p.m., call your building principal.
  - 2. If it is later than 9:00 p.m., call this number: 845-7300. You will be connected to an answering machine and must leave the following information: NAME, PHONE NUMBER, SCHOOL, TEACHING ASSIGNMENT, PRINCIPAL'S NAME, NORMAL REPORTING TIME, AND THE REASON FOR YOUR ABSENCE.
  - 3. If you become aware that you won't be reporting to work after 6:00 a.m. (immediate emergency) call the regular school number (845-7303) and leave the same information as above. A person will be available to assist you at this time.

Teachers who are absent shall notify the principal's office not later than the end of the regular school day, if possible, to report whether or not they expect to report for work the following day in order that the substitute teacher may be retained or not retained unless the teacher expects to be absent for five (5) days or more, under doctor's orders. If a substitute reports for work because the regular teacher has failed to give notice, the substitute will receive one half (1/2) day's pay to be deducted from the regular teacher's salary.

- (g) Proof of illness signed by a physician may be required at any time.
- (h) Each employee new to the school system may be required to submit to a complete physical examination by the physician designated by the Board of Education. The Board of Education shall pay the cost of this examination, and the contract shall be withheld until the examination, along with a simple statement indicating that the employee is physically fit to carry on his/her duties without endangering the health of the pupils, fellow workers or his/her own health, is received by the Board.

In case the employee's record shows recurring illness which appears to be the result of chronic illness, the Board of Education may require the employee to visit his/her doctor at stated intervals.

The Board of Education may, at its discretion, require any certified school employee to submit to a physical and/or psychological examination at any time, by a physician designated and paid for by the Board of Education. If the choice of the examiner is not agreeable to both the Board of Education and the

teacher involved, the Board of Education's Negotiations Team and the LEA's elected officers shall select a qualified medical examiner. If a decision cannot be reached by this method, each group will nominate two (2) qualified medical examiners and from this group of four (4), one (1) shall be selected in a blind draw. The draw shall be made by the current President of LEA, or designated LEA representative. The draw shall take place after no more than ten (10) days from the first day of discussion.

#### Section 10.2 Family Illness.

Up to three (3) days of sick leave will be allowed for each illness in the immediate family that necessitates the presence of the employee. Additional sick leave for this purpose may be granted by the Superintendent or his/her designee if the seriousness of the illness necessitates the employee's presence. Upon the request of the employee, the Superintendent or his/her designee may authorize extra days without pay for extended family illness.

#### Section 10.3 Immediate Family Defined.

Immediate family shall mean spouse, children, parents, siblings, and grandparents or a claimed dependent as defined by the Internal Revenue Service who is on the employee's income tax return as a dependent.

#### Section 10.4 Sick Bank.

The Board and the Association agree to establish a sick bank whereby each full-time teacher gives one (1) day per year matched by the Board. No additional days will be added to the sick bank the following year if, by June 30 of any one year, the bank contains 400 or more days. Every full-time teacher is eligible to borrow from the sick bank when all of his/her sick days are depleted for reasons of his/her own personal illness or disability and he/she has used personal sick leave for personal illness or disability related to the sick bank request for ten (10) days or more that year (nine [9] days during years in which one day is charged to each teacher to replenish the sick bank). If the staff member does not have the ten (or nine) sick days, he/she may use personal leave or personal business leave or unpaid leave to satisfy the ten day requirement. Upon borrowing days from the sick bank, the teacher is obligated to pay these days back to the bank at a rate of three (3) days per year above the one (1) day each member pays each year. Ninety (90) consecutive days will be guaranteed to each teacher during any year or consecutive years. Once the ninety (90) consecutive days are drawn, in order for the teacher to qualify for any more days from the bank, such teacher must have worked at least thirty (30) days.

All requests by teachers for sick bank use shall be in writing and copies shall be provided to the Ludington Education Association President and the Superintendent.

All sick days borrowed from the sick bank over and above ten (10) days shall require a statement from a physician or psychiatrist who is mutually agreeable to the Board and the Association. The Board shall pay the expenses if the teacher's family doctor is not acceptable to the Board.

In emergency cases where the sick bank is depleted during the school year, the Association shall have the authority to assess its membership the needed days to replenish the bank.

If upon retirement a person owes days to the sick bank, the debt shall be cancelled. If upon leaving the Ludington Area Schools a person owes days to the sick bank, these days shall be taken from his/her accumulated sick leave to the extent he/she borrowed and the remainder, if any, cancelled.

Section 10.5 Board Indemnification.

If the Association sustains a loss by reason of any legal action taken against it by reason of enforcement of Article X, Section 10.1, designated "Sickness and Disability Leave," the Board agrees to indemnify said Association for any such loss.

ARTICLE XI  
PERSONAL BUSINESS LEAVE AND PERSONAL LEAVE

Section 11.1 Personal Business Leave.

Each teacher entering the service of the school system during the first semester will be granted, according to the schedule below, one (1) personal business day at his/her discretion. A teacher using this day will notify his/her principal at least twenty-four (24) hours prior to taking of such leave and secure approval for such day, unless such is impossible due to an emergency situation.

- (a) This leave may only be used for personal business that cannot reasonably be taken care of at any other time.
- (b) This leave shall not be taken the day before nor after a vacation or holiday without approval of the building principal. They are not to be used for vacation, pleasure, recreational pursuits, seeking other employment, nor for the purpose of accompanying the teacher's spouse in pursuit of business or pleasure, nor for engaging in a side-business venture.
- (c) In the event of an emergency, in the sole discretion of the Superintendent, additional personal business days may be granted and charged to sick leave.

Section 11.2 Personal Day.

Each teacher entering the service of the school system during the first semester will be granted, according to the schedule below, personal days at his/her discretion.

Teachers who enter the service of the school district for part of the year will have personal days pro-rated to the nearest whole day.

A teacher using this day will notify his/her principal at least twenty-four (24) hours prior to taking of such leave unless such is impossible due to an emergency. Personal days may be taken provided that the Employer can obtain a qualified substitute.

- (a) This leave shall not be taken the day before nor after a vacation or holiday without the approval of the building principal.
- (b) No more than two (2) personal days may be taken in succession without the approval of the building principal.



Section 11.3 Schedule of Personal Business Leave and Personal Leave.  
The following schedule shall be used in computing leave days:

0-7 years of service to the district - two (2) personal days; one (1) personal business day

8-15 years of service to the district - three (3) personal days; and a reduction of one (1) sick day from the annual allocation

16 years and over - four (4) personal days; and a reduction of two (2) sick days from the annual allocation

Section 11.4 Unused Personal/Business Days.

Unused personal business and personal days shall be added to the individual teacher's accumulated sick leave.

Section 11.5 Deduction for "Act of God" Days.

Teachers who have been approved for a personal day or personal business day on an "Act of God" day may have the day not deducted if they inform their principal or supervisor within two (2) school days that the purpose of the day could not be accomplished because of the condition. Absent such information, the day will be deducted.

## ARTICLE XII FUNERAL LEAVE

Section 12.1 Funeral Leave.

When a death occurs in the employee's immediate family, the employee will be allowed a maximum of four (4) working days for the purpose of attending the funeral and making appropriate arrangements. The employee will be compensated at his/her regular salary rate, although employee must arrange with his/her administrator before such leave.

Section 12.2 Immediate Family Definition.

The employee's immediate family shall include: Spouse, children, siblings, parents, grandparents, mothers- or fathers-in-law, and brothers- and sisters-in-law.

Section 12.3 Additional Funeral Leave.

Funeral leave beyond four (4) days granted above may be taken from sick leave.

Section 12.4 Unusual Funeral Leave.

In the sole discretion of the Superintendent, funeral leave days other than those specified above may be granted.

## ARTICLE XIII LEAVES OF ABSENCE

Section 13.1 Leaves of Absences Without Pay.

Continuing tenure employees shall be allowed leave of absence in accordance with Section 2 of Article V of the Teacher Tenure Act. All leaves of absence are without pay except as defined in Sections 13.2 and 13.3.

- (a) The Board may grant increments to those people who while on leave of absence are engaged in activities which have contributed to

professional growth.

- (b) Any teacher on continuing tenure, who is granted leave of absence to serve in the Armed Forces during a time of national emergency (as defined by the Department of Defense) will be advanced on the salary schedule steps during his/her period of service in the Armed Forces as if he/she were present in the school system.
- (c) Teachers who are officers of the MEA or NEA or are appointed to either staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the MEA or NEA. The teachers granted such leave of absence without pay shall be advanced on the salary schedule steps appropriate to their rank during their period of absence.

Section 13.2 Leaves of Absence With Pay.

Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (a) Court appearances as a witness in any case connected with the teacher's employment with the school.
- (b) Time necessary to take the selective service physical examination.

Section 13.3 Jury Duty.

(leave of absence for jury duty or when subpoenaed as a witness)  
The teacher shall be paid the difference between his/her hourly rate and the amount paid by the court, not to exceed thirty (30) days in any calendar year.

Section 13.4 Chronic Illness Leave.

Teachers may request one year's leave of absence for chronic illness. Requests for reinstatement must be made to the Superintendent by March 1st if the teacher wishes to return to employment in the Ludington Area Schools. Such leave will be without pay and without seniority credit for its duration, but the teacher will be returned to the salary schedule being advanced on the salary schedule up to the time of leave but not during the leave. Teachers on leave because of chronic illness must present a physician's certificate with the request for return to employment.

Section 13.5 Educational Leave.

Any teacher may be granted approved leave for educationally related activities or for government service, provided the teacher pays the amount of the substitute's salary.

Section 13.6 Maternity Leave.

- (a) An employee who becomes pregnant must notify the personnel office as soon as she knows of or confirms her pregnancy. She must present a physician's statement setting forth the anticipated date of birth and that she is fully capable of performing all of the duties of her position without jeopardy to her or the unborn baby. Periodic statements from the physician may be requested.
- (b) If the employee does not request a leave of absence, she may be permitted to work until the ninth month provided (1) she does not

become a workers' compensation risk; (2) her physician certifies, at least once a month, that she is physically sound and able to perform all duties of her position; and (3) that she performs all duties and functions of her position on the same basis as expected of any other employee. Failure to comply with any of these requirements may result in immediate termination of employment.

- (c) If the employee desires a leave of absence, she must file a written request with the personnel office no later than the beginning of the ninth month. Such leave shall expire upon her completion of the post-natal period provided her physician certifies that she is physically sound and able to perform all duties of her position and that she is not a workers' compensation risk.
- (d) Maternity leaves may extend to a maximum of one year and may be extended upon written request for a second year. Such leave may not extend beyond the second year.
- (e) Leaves, in lieu of maternity leave, will be granted upon request in cases of adoption.
- (f) If the Association sustains a loss by reason of any legal action taken against it by reasons of enforcement of Section 13.6, designated "Maternity Leave," the Board agrees to indemnify said Association for any such loss.

#### Section 13.7 Sabbatical Leave.

Application must be made in writing to the Superintendent on or before March 1st of the school year. Sabbatical provisions can be justified only where it is demonstrated that the education system will profit by the formal study of the individual. Sabbatical leave of absence may be granted to a member of the professional staff of the school district, for professional improvement, upon the recommendation of the sabbatical leave committee consisting of three (3) members representing the LEA and three (3) members representing the School Board. The professional competence of the staff member and the general welfare and advantages accruing to the school shall be the general factors of consideration requisite to approval of requests for sabbatical leave. Other qualifications which must be met by the person making application for sabbatical leave are:

- (a) Applicant must hold a life or permanent certificate and have completed requirements for the B.A. Degree;
- (b) Applicants must have completed seven (7) consecutive years of satisfactory service as a full-time employee in the Ludington Schools, in the opinion of the Board;
- (c) A sabbatical leave can be granted only one time during the teacher's employment in the Ludington System;
- (d) Only two (2) persons may be granted sabbatical leave each school year;
- (e) When a sabbatical is granted, it shall be for a complete school year, and the person on leave, among other requirements, must carry a full academic load as per attending college policy;

- (f) As a condition to receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the Ludington Schools for a period of three (3) years after the expiration of said leave;
- (g) If the Board of Education does not accept the committee recommendations, then the committee shall have an opportunity (within thirty [30] calendar days) to recommend another person if they had made application prior to March 1st of the current school year.

The following conditions pertain to the acceptance of applicants for sabbatical leave:

1. A sabbatical leave once granted may not be terminated before the date of expiration except as otherwise provided herein or agreed upon by the Superintendent of Schools and the applicant;
2. The Board of Education reserves the right to reject any or all requests for sabbatical leave of absence.

Requirements and status while on sabbatical leave are defined as follows:

1. The entire compensation for the staff member on sabbatical leave shall be one-half (1/2) of the Schedule A salary he/she would receive if on active staff status for the period in which the leave is effective;
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staff;
3. A term of sabbatical leave shall entitle an employee to an automatic salary increment at the beginning of the next full year of school following his/her return to service in the system;
4. Sick leave, in accordance with the terms of the contract, will continue to accrue to employees on sabbatical leave;
5. Any employee granted a leave of absence pursuant to this policy, may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools may impose, in writing;
6. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Boards of Control of the Public School Employees' Retirement Funds;
7. An employee shall not be considered as having completed the requirements of the sabbatical leave until reports have been approved by the Superintendent and transmitted to the Board of Education. Requirements shall include two (2) written reports

to be submitted--one at the mid-point of the leave, and a final report to enable the Superintendent with counsel of the sabbatical committee to determine that the leave is being utilized in the approved manner and that the applicant is fulfilling the agreement of the leave. If at any time evidence has determined the leave is not being utilized as per the approved agreement, the Board may upon ten (10) calendar days' notice terminate such leave. Pregnancy may be considered a valid cause for termination of sabbatical leave;

8. A teacher upon return from sabbatical leave shall be restored to his/her teaching position or to an equivalent position of benefit to the schools as approved by the Superintendent;
9. Said teacher may be entitled to participate in any other benefit that may be provided for by rules and regulations of the Master Contract, except that the Board shall not be liable for death or damages sustained by any teacher while on sabbatical leave;
10. If an employee does not remain in the Ludington Schools for three (3) years immediately following his/her sabbatical leave, he/she shall repay the Board the fraction of the amount granted as that fraction of three (3) years of the unfilled period of service. This rule does not apply in cases where the person is unable to work or in cases where the rule is waived by the Board.

#### Section 13.8 Special Service Leave.

Tenured teachers with five or more years of service may request a one school year personal leave of absence. Such request shall be submitted to the Superintendent prior to April before the school year when the leave is desired. The Superintendent shall consider all relevant factors in determining whether the leave should be granted. The decision of the Superintendent shall be final and not subject to challenge. If the leave is granted, it shall be granted without pay or benefits provided, however, all accrued benefits shall be frozen as of the date of the leave of absence. Request for reinstatement shall be made by the teacher not later than March 1st during the leave of absence year. Upon reinstatement, the teacher shall be restored to the same position on the salary schedule as when the teacher left, and shall be entitled to other benefits accrued prior to said leave. No credit shall be given on the salary scale or for accumulation of benefits for the leave of absence year.

#### Section 13.9 Return From Leave.

All teachers on leaves of absences as described in this Article shall be returned to the same or like positions upon return from leaves of absences.

ARTICLE XIV  
RETIREMENT

(All of Article XIV will be null and void at the conclusion of the 1991-1993 contract.)

Section 14.1 Retirement Benefits.

Upon retirement from the Ludington Area School District, a retiree will be given retirement pay according to the following schedule for years of service \*(with the stipulation found in 14.4):

\$50 per year for the first ten (10) years of service to the LASD;  
\$75 per year for the next ten (10) years of service to the LASD;  
\$100 per year for the next ten (10) years of service to the LASD;  
\$150 per year for each year of service thereafter to the LASD;

Section 14.2 Service Credits.

Included above are teachers with service in schools which have at some time been annexed to the Ludington Area School District. A partial year of service must consist of at least one (1) semester in order to receive a full year's credit.

Section 14.3 Accumulated Sick Days.

For each accumulated sick day, a teacher will be reimbursed at the following rates \*(with the stipulation found in 14.4):

0 - 90 days at \$35 per day;  
91 and above at \$50 per day;

A sick day will be determined by full days.

Section 14.4 Early Retirement Incentive.

During the 1991-1993 contract years, the district will purchase up to five (5) years of generic service credit for teachers who choose to retire according to the following schedule:

YEARS OF SERVICE CREDIT	-	WILL PURCHASE GENERIC SERVICE
25		5 years
26		4 years
27		3 years
28		2 years
29 or more		1 year

\*(The employee eligible for a district purchase of generic service credit of five (5), four (4), three (3), and two (2) years will have the benefits in 14.1 and 14.3 reduced by 16.5% for each year of generic service credit purchased. Those employees eligible for a one (1) year purchase of generic service credit will receive 100% of all benefits in 14.1 and 14.3.)

The following stipulations will be required for Section 14.4:

1. The employee must be forty-six (46) years of age or older.
2. The employee must have fifteen (15) years or more of service credit in the Ludington Area Schools unless waived by the Board of Education.

3. The Board will purchase twenty-five (25) total years of generic service credit for the 1991-92 school year. The Board will purchase thirty (30) total years of generic service credit for the 1992-93 school year. (If employee requests exceed the years stipulated, the negotiating teams for both parties will reconvene immediately.)
4. Employees requesting early retirement incentive (14.4) must notify the Board sixty (60) days prior to anticipated date of retirement (unless waived by the Board).
5. The employee must show evidence that applications have been filed with the Michigan Public Employees' Retirement Board.
6. Any tax liability will be borne by the teacher.
7. In the event that the teacher dies before receiving full payment, the remaining money due will go to the designated beneficiary.
8. Contract salary shall be used to determine purchase cost. Schedule "B" dollars shall not be eligible for consideration.

ARTICLE XV  
PROTECTION OF TEACHERS

Section 15.1 Support of Teacher Discipline.

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. When, in the opinion of the Board, it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

Section 15.2 Assault on Teacher.

Any case of assault upon a teacher arising out of the performance of professional duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Section 15.3 Suits Against Teachers.

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the teacher may, through the Association, request assistance from the Board in such matter, including financial aid for the service of legal counsel. Such requests shall be made to the Superintendent of Schools who will determine whether the conduct of the teacher involved justifies any assistance from the Board. The teacher or the Association may appeal the Superintendent's decision in a hearing before the Board.

Section 15.4 Liability Insurance.

Further, the Board will maintain a comprehensive liability insurance policy which will provide protection for all teachers in its employ. Limits will be \$500,000 for a single injury, \$500,000 for a single occurrence, and \$50,000 for the property of third parties against damages arising out of the negligence of any teacher while acting within the scope of his/her duties as such, subject to any exclusions of the policy. Such policy will provide legal services from the insurance carrier for the protection of teachers in corporal punishment cases.

Section 15.5 Worker's Compensation.

A teacher who incurs an injury arising out of and in the course of his/her employment shall be covered by the Worker's Compensation Law.

Section 15.6 Notice of Complaint.

Any major complaints by a parent of a student directed toward a teacher and received by the principal or higher administrator shall be promptly called to the teacher's attention.

Section 15.7 Pupil Safety.

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage if not the fault of the teacher.

Section 15.8 Harassment.

If situations occur where teachers are being subjected to acts of violence, attacks by students resulting in damage to their homes and property, or general harassment, all of which affect the well-being and mental states of both the teacher and members of their immediate families so that they feel they cannot live comfortable lives and carry out normal activities without fear of continuous assaults, the Board or its representatives will make every possible effort, cooperating with local law enforcement agencies, to apprehend the guilty parties and will take appropriate action to the extent the law allows.

Section 15.9 Personnel Files.

(a) All teachers shall have the right, upon request, to review the records of their own personnel file (Principal's and Superintendent's). A representative of the Association may, at the teacher's request, accompany the teacher in this review. The Superintendent's file on each teacher shall contain the following minimum items of information:

1. TB test and medical information;
2. All teacher evaluation reports;
3. A copy of teaching certificate, if provided by teacher;
4. Letters related to teacher's performance;
5. Copy of transcript of academic record, if furnished by teacher;
6. Tenure recommendation;



7. Where a communication relating to teacher is placed in file, a copy thereof will be sent to teacher, and any response thereto will also be placed in file.

- (b) Access to teacher's personnel files shall be limited to appropriate administrative staff and the Superintendent's secretary. Additional access shall only be allowed as specifically required by law or court order.

Section 15.10 Loss of Personal Property.

The Board agrees to reimburse any teacher up to Two Hundred Dollars (\$200.00) per year for personal property losses incurred by the teacher due to fire, vandalism, theft, etc., while said personal property was on school premises, and being used by the teacher for instructional purposes on a temporary or continuing basis. Before a teacher may claim such reimbursement he/she must have filed a description of the personal property and a statement of value with his/her principal prior to the loss. The Board shall not be obligated to reimburse any teacher for personal property losses which are due to the teacher's negligence in taking care to insure the safety of said property.

ARTICLE XVI  
TEACHER EVALUATION

Section 16.1 Teacher Evaluation.

The Association and the Board recognize the value and need for establishing a procedure for assisting and evaluating the progress and performance of both the newly-employed and experienced personnel. Therefore, the following procedures have been established to serve these ends. The performance of all teachers shall be evaluated in writing. A copy of the written evaluation shall be submitted to the teacher within ten (10) days after the observation--one to be signed and returned to the administrator; the other to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing within five (5) school days upon receiving written evaluation and have them attached to the evaluation to be placed in his/her personnel file.

Section 16.2 Evaluator.

Evaluations may be conducted by the teacher's building principal or other designated appointee assigned by the Superintendent.

Section 16.3 Classroom Observation.

Each classroom observation shall be made in person for a minimum of thirty (30) consecutive minutes. All observation of this classroom performance of the teacher shall be conducted openly and with full knowledge of the teacher.

Section 16.4 Frequency of Evaluations.

Tenure teachers may be evaluated at least once every three (3) years. Probationary teachers shall be observed at least three (3) times a year--two (2) months following the teacher's commencement of service; five (5) months after the commencement of service; and prior to the end of the probationary school year. The final written evaluation report shall be transmitted to the Superintendent. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher,

within five (5) days, has the opportunity to submit additional information to the Superintendent.

Section 16.5 Termination of Probationary Teacher.

In the event a probationary teacher is not continued in employment, the Board will advise the teacher in writing.

Section 16.6 Evaluation Form.

The evaluation form shall be based upon valid criteria for evaluation of professional growth as jointly determined by the Association and the Board. Schedule D will be the evaluation form and its instructions.

ARTICLE XVII  
GRIEVANCE & ARBITRATION PROCEDURE

Section 17.1 Grievance Procedure.

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board, or its designated representative, within eight (8) days after the following action has been taken:

- (a) A complaint or request is presented orally to the Board's representative by the teacher, group of teachers or the Association representative within eight (8) days of the violation, misinterpretation or misapplication or within eight (8) days of the discovery thereof.
- (b) The Board's representative will present a reply within two (2) days following the receipt of the oral complaint or request. A nonresponse will be considered to be a negative reply.

The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building. Written grievances must be specific and include the following:

1. Statement of the facts upon which the grievance is based;
2. A reference to the Article and sections of this Agreement which have allegedly been violated, misinterpreted or misapplied;
3. A statement of the relief requested;
4. The name and signature of the employee submitting the grievance;
5. Association grievances are to be signed by the Association President or designated person(s);
6. The grievance form is found in Schedule E of this Agreement.

Section 17.2 Administrative Grievance Meetings.

Within two (2) days of receipt of the written grievance, the principal shall meet with the designated representative of the Association in an effort to resolve the grievance. It shall not be mandatory for the

teacher to be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be transmitted by the Association within five (5) days after receipt of the grievance to the Superintendent who shall have seven (7) days to approve or disapprove it, and give written notice to the designated representative of the Association. The Association will have seven (7) days to transmit the grievance to the Board Secretary.

#### Section 17.3 Board Grievance Hearing.

Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. This time limit may be extended by consent of Association.

At the request of the L.E.A. President, a full Board hearing will be held unless the Board President or Superintendent can present evidence that such hearing is not justified. Such request can only be made a maximum of three (3) times in any contract year.

#### Section 17.4 Arbitration.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided, within fifteen (15) days after receipt of the decision of the Board, the grievance, upon written notice to the Board, may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification, he/she shall be selected by the American Arbitration Association in accordance with its rules which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, modify, add to, or subtract from the terms of this Agreement, nor shall he/she order back-pay retroactive beyond the date of the cause of action, and shall deduct from such back-pay an amount equal to any compensation the grievant may have drawn during the period in question from other sources. Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.

Neither the Ludington Education Association nor the Board of Education will promote or support litigation in other forums (e.g. the teacher tenure appeal procedures) when a matter has been decided and a decision rendered through the arbitration process unless such arbitration decision shall be clearly contrary to law. It is mutually understood that the individual employee may, however, exercise such appeal rights through any organization other than the Ludington Education Association.

The fees and expenses of the Arbitrator shall be shared equally by the parties.

#### Section 17.5 Lost Time.

A teacher engaged during the school year in processing a grievance, on behalf of the Association, shall be relieved from regular duties without loss of salary. Time within the normal working day will be arranged if

conveniently possible.

Section 17.6 Time Limits.

- (a) The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardships to any party, the Superintendent shall use his/her best effort to process the grievance prior to the end of the school term, or as soon thereafter as possible. If the time limit, within which any step of the grievance procedure must be met, is not complied with by either party, the grievance shall be resolved against the non-complying party.
- (b) For the purpose of this Article, the term "day" shall mean any day on which the administrative offices of the Ludington Area Schools are open for normal business.

Section 17.7 Exclusion From Arbitration.

Notwithstanding anything to the contrary contained in this Article, or in any other article of this Agreement, grievances within the following areas will proceed no further than to the Board of Education under Section 17.3 above, it being mutually understood and agreed by the parties hereto that with respect to the grievances within these areas the decision of the Board of Education is final and no such grievance will be subject to arbitration. The areas referred to are:

- (a) Due to the Board's failure to renew a contract for a probationary teacher or due to the Board's decision to place a teacher on third year probation;
- (b) Involving any policy, rule, or regulation of the Board;
- (c) Involving the decisions of the Superintendent pursuant to Article XV, Section 15.3.

ARTICLE XVIII  
REDUCTION OF STAFF

Section 18.1 Layoff.

If it becomes necessary to reduce the number of teachers, the Board will determine which employees shall be laid off and recalled in the event subsequent vacancies occur, in order to make the best possible adjustment of personnel to the new school program and to insure fair employment practices. In the event such reduction in teachers becomes necessary, reductions, retention and re-employment shall be based upon qualifications and seniority.

- (a) An essential element in considering a teacher qualified is that the teacher is properly certified and holds at least an approved minor in the field to be taught. For layoff purposes, such certification and qualification shall be filed with the Superintendent's office by April 1 of each school year.
- (b) Seniority is defined as length of continuous service within the district as of the last day of hire under professional contract.

- (c) A teacher shall lose seniority rights if he/she retires, resigns, is discharged for cause, or if laid off three years.
- (d) Seniority shall accrue for teachers on various forms of leave, but for no longer than two years.

Section 18.2 Notice of Layoff to Association.

If for any reason the Board anticipates a reduction in staff, it shall, at least one (1) week prior to taking any formal action, inform the Association of its intention.

Section 18.3 Notification of Vacancies for Staff on Layoff.

The administration will establish the practice of mailing vacancy notices as published in the bulletin to staff members on layoff status. During times when school is not in session vacancy notices shall be mailed to teachers on layoff status provided such teachers have maintained a current address with the Superintendent's office. Teachers who are on layoff status and who are certified for a position as posted shall be interviewed to assist in determining their qualification for such position unless such teachers shall specifically request not to be interviewed for such position or fail to maintain a current address with the Superintendent's office or fail to make himself/herself available within a reasonable time for such interview.

Section 18.4 Drawing.

All new employees will participate in a seniority drawing by September 30 to determine his/her position as to layoff and recall. The Association and teacher(s) involved will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which shall reasonably allow affected teachers and Association representatives to be in attendance. Official draw position will be posted in the Seniority List.

ARTICLE XIX  
PROFESSIONAL DAYS

Section 19.1 Professional Days.

Two (2) professional business days, during the school year, may be used by each teacher for the teacher's professional use, with the prior approval of the principal. The teacher planning to use a professional business day shall submit an application to his/her principal at least one (1) week in advance of his/her desired absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs; (2) conferences, workshops or seminars conducted by colleges, universities, and the MEA and NEA and other school districts. The teacher may be requested to file a written report, within one (1) week of his/her attendance at such visitation, conference, workshop or seminar. Additional days may be granted at discretion of Superintendent.

ARTICLE XX  
NEGOTIATION PROCEDURES

Section 20.1 Commencement of Negotiation.

At least by April 1st of the year within which the contract expires, the parties will begin negotiations for a new Agreement covering hours, terms and conditions of employment of teachers employed by the Board.

Section 20.2 Negotiation Representatives.

In any negotiations described by this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XXI  
PROHIBITED ACTIVITY

Section 21.1 Strike Prohibitions.

During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slow-downs, stoppages of any kind, sit-ins, refusal to perform work, "blue flu," or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Board of Education, and picketing or demonstrating of any kind during working hours. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Board of Education. In the event of any action in violation of this agreement, the Association shall notify any and all teachers that such action is in violation of the agreement and not sanctioned by the Association.

Section 21.2 Penalties for Violation of No Strike.

The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher, or teachers, violating this provision may be held liable by the Board for any and all damages, injuries, and costs incurred. Prior to the taking of disciplinary or other action enumerated herein, the Board shall notify the Association of its intentions and may also consult with the Association in connection therewith.

Section 21.3 Association Liability.

In the event the Association does not adhere to or abide by this provision, it shall be liable for any and all damages, injuries, and costs incurred by the Employer.

Section 21.4 Political Activity.

Nothing in this Article shall prohibit bargaining unit members from engaging in political activity including publicly picketing during non-work time provided that such activity is not directed toward the Employer.

ARTICLE XXII  
MISCELLANEOUS PROVISIONS

Section 22.1 Code of Ethics.

The Association shall deal with ethical problems arising under the Code

of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

Section 22.2 Effect of Agreement.

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 contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Section 22.3 Invalid Provision.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 22.4 Special Conferences.

The Board and Association Negotiation Teams agree that joint meetings may be desirable for discussion of the interpretation of the Master Agreement. It is understood by both parties that these discussions are in no way intended to substitute for the established grievance procedure. The parties therefore agree to meet if so requested by either party, to hold these discussions.

Section 22.5 Notice of Rules & Policies.

The Board, prior to the effective date of any change in existing rules or personnel policies established by it related to wages, hours and working conditions of teachers, shall give the Association reasonable notice of the intended change in the proposed rule or policy. Such notification shall be given to afford the Association the opportunity to confere with the Board as to the same before its effective date.

Section 22.6 Faculty Pass.

All teachers within the system shall receive a "faculty pass." This pass will allow the teacher and spouse to be admitted without charge to any school-related activity requiring a fee.

Section 22.7 Captions.

The captions used in each section are for identification only and are not a substantive part of this Agreement.

Section 22.8 Teaching Assignments for Administrators.

Administrators may be assigned teaching duties on a part-time basis. (No more than one [1] class at the secondary level, no more than one [1] hour per day at the elementary level.)

An administrator so assigned to bargaining unit work may not join the bargaining unit. It is expressly understood that the terms and conditions of the collective bargaining contract, including bargaining unit seniority, will not apply. Such assignment shall in no way be used or construed to reactivate any seniority as a teacher which may have been previously acquired by the administrator, for the purpose of re-entry into the teacher bargaining unit.

Such assignment shall not result in the layoff of bargaining unit personnel.

No administrator shall be assigned bargaining unit work if at that time there is a certified and qualified bargaining unit member on layoff, who could, with reasonable shifts of assignment, return to a teaching position within their major field of certification or Ludington teaching assignment.

Administrators assigned teaching duties shall be treated as all other teaching staff and shall perform their teaching duties under the supervision and coordination of their respective building principal, coordinator, chairperson, etc., that supervision not being the administrator-teacher himself/herself.

These provisions apply only to those administrators who will retain their full-time administrative contract and do not apply to those administrators who may be properly assigned part-time teaching duties and who will at that point become less than full-time administrators and come under the terms and conditions of the collective bargaining contract as part-time teachers.

#### ARTICLE XXIII ASSOCIATION SECURITY

##### Section 23.1 Agency Shop.

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teacher duties, shall, as a condition of employment, pay a Service Fee to the Association, an amount equivalent to the dues uniformly required to be paid by members of the Ludington Education Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article V. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deductions, as provided in Article V, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

##### Section 23.2 Violation of Agency Shop.

The procedure in all cases of discharge for violation of the Article shall be as follows:

- (a) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- (b) If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.



- (c) The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues or Service Fee.

Section 23.3 Dues and Service Fee Deductions.

With respect to all sums deducted by the Board pursuant to the authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

Section 23.4 Indemnification.

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of any suit or action, subject however, to the following conditions:

- (a) The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- (b) The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- (c) The Association has the right to choose the legal counsel to defend any said suit or action.
- (d) The Association shall have the right to compromise or settle any claim made against the Board under this section.

Section 23.5 Effective Date of Agency Shop.

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

Section 23.6 Dues for Part-Time Teachers.

Part-time teachers shall pay a pro-rated amount in accordance with dues structure of the Association.

ARTICLE XXIV  
TERMS OF AGREEMENT

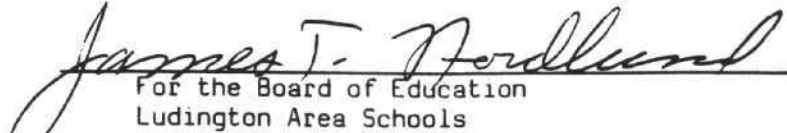
Section 24.1 Duration.

This Agreement shall be effective as of September, 1991 and shall continue in effect until midnight, the 31st day of August, 1993. This Agreement shall not be extended orally, and is expressly understood that it shall expire on the date indicated.

Section 24.2 Limitation of Duration.

In the event that in any given year the revenue to the Ludington Area School District is reduced by ten percent (10%) or more than that received in the prior school year, the Board of Education may terminate the balance of this Agreement by serving written notice to the Association. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages, hours, terms and conditions of employment.

Approved and signed this ninth (9th) day of September, 1991.

  
\_\_\_\_\_  
For the Board of Education  
Ludington Area Schools

  
\_\_\_\_\_  
For the Teachers  
Ludington Education Association

ARTICLE XXV

SCHEDULE A

Section 25.1 1991-92 Salary Schedule. (Adjusted 3.95%)

Step	1.00	1.04	1.07	1.11	1.14
	BACHELOR'S	BACHELOR'S + 18 Sem. Hours	MASTER'S or BACHELOR'S + 40 Sem. Hours	MASTER'S + 20 Sem.Hrs. or BACHELOR'S + 65 Sem. Hours	MASTER'S + 40 Sem.Hrs. or BACHELOR'S + 90 Sem. Hours
1	22,297	23,189	23,858	24,750	25,419
2	23,746	24,696	25,409	26,358	27,071
3	25,196	26,203	26,959	27,967	28,723
4	26,645	27,711	28,510	29,576	30,375
5	28,094	29,218	30,061	31,185	32,027
6	29,544	30,725	31,612	32,793	33,680
7	30,993	32,233	33,162	34,402	35,332
8	32,442	33,740	34,713	36,011	36,984
9	33,891	35,247	36,264	37,619	38,636
10	35,341	36,754	37,815	39,228	40,288
11	36,790	38,262	39,365	40,837	41,941
12			40,916	42,446	43,593
13			42,467	44,054	45,245
14					46,897
15					48,549
	Index 1.65	Index 1.65	Index 1.78	Index 1.78	Index 1.91

Paid Sixth Assignment - Secondary teachers required to teach a regular classroom assignment as a sixth assignment for one semester shall receive an additional stipend equal to seven percent (7%) of the Bachelor's base salary.

Full Paid Sixth = \$1,561  
(1/2) = \$ 780

Longevity - 3% of Base - 1st = \$ 669  
2nd = \$1,338  
3rd = \$2,007

ARTICLE XXV

SCHEDULE A

Section 25.2 1992-93 Salary Schedule and Insurance Funding.

The starting point increase for the BA base shall be 4.5%.

The final percentage increase shall be computed by using the percentage increase in health insurance cost. Using the 1991-92 cost for MESSA PAK Super Care I, the Board shall pay the first 14% increase. For every 1% increase in excess of 14%, the 1992-93 Schedule A percentage (4.5%) will be decreased by .1% down to a minimum of 3.1%. For every 1% less than 14%, the 1992-93 Schedule A percentage (4.5%) will be increased by .1%.

Two members of LEA and two members of the administration shall meet on or about July 1, 1992 to mutually determine the percentage increase.

Section 25.3 Bachelor's Plus 18 Semester Hours.

Effective September 1, 1982, hours earned to attain this level must apply to a continuing certificate or be approved by the Superintendent.

Section 25.4 Master's or Bachelor's Plus 40 Semester Hours.

The Master's degree must be in a field appropriate to the employee's assignment as approved by the Superintendent. To qualify for the Bachelor's plus 40 semester hours, at least 25 of the hours must be appropriate to the employee's assignment, as approved by the Superintendent.

Section 25.5 Hours Beyond Master's.

The Ludington Area Schools will pay \$25 per pre-approved semester hour taken beyond the Master's, after qualifying for the Master's lane. The \$25 will be paid only for hours pre-approved and completed after September 1, 1989 and will be paid as a permanent part of the teacher's contract.

In addition, any hours that are to be used to satisfy the requirements of a longevity step shall not receive the \$25 payment.

It must be understood that there shall be no retroactivity in the payments for approved hours beyond the Master's, nor shall any staff member who in the past received both payment and longevity credit for the same hours lose credit or salary increases. Although the hours taken for longevity purposes will not receive the \$25 per hour, they shall be counted for the purpose of salary lane movement.

Section 25.6 Master's Plus 20 Semester Hours or Bachelor's Plus 65 Semester Hours

To qualify for the Master's + 20 or Bachelor's + 65 semester hour lane, all hours must be after qualifying for the Master's or Bachelor's + 40 lane, appropriate to the employee's assignment, and approved by the Superintendent. All hours beyond the Master's degree which are currently a part of the employee's contract will be credited. All hours (beyond the Bachelor's + 40) taken toward the Bachelor's + 65 must be earned after September 1, 1991.

Section 25.7 Master's Plus 40 Semester Hours or Bachelor's Plus 90 Semester Hours

To qualify for the Master's + 40 or Bachelor's + 90 semester hour lane, all hours must be after qualifying for the Master's or Bachelor's + 65 lane, appropriate to the employee's assignment, and approved by the Superintendent. All hours beyond the Master's degree which are currently a part of the employee's contract will be credited. All hours (beyond the Bachelor's + 40) taken toward the Bachelor's + 90 must be earned after September 1, 1991.

Section 25.8 Annual Sick Leave.

Annual sick leave will be ten (10) days per year. The unused portion may accumulate without limit.

Section 25.9 Experience Credit.

Experience credit for service outside the Ludington Area School District may be granted at the discretion of the Superintendent up to the maximum level, in accordance with degree and hours attained. In no case may the allowance exceed the number of years of actual experience.

Section 25.10 Longevity.

- (a) For employees newly hired for the 1991-92 school year and every year thereafter, hours earned to meet state continuing certification requirements shall not be considered to have met the requirements of the contract for longevity increases.
- (b) Longevity payments shall be made to bargaining unit personnel under the terms and conditions specified below.
- (c) A payment of 3% of the base shall be paid each year in addition to the employee's salary, providing the following conditions have been met:
  1. The employee shall have fifteen (15) or more years of service to the Ludington Area Schools.
  2. The employee shall have completed at least three (3) semester hours of graduate university credit appropriate to the employee's assignment or equivalent professional growth experience between the tenth (10th) and fifteenth (15th) years of service. Such credit must be approved by the Superintendent.
- (d) An additional payment of 3% of the base shall be paid each year in addition to the employee's salary, providing that the employee has twenty (20) or more years of service to the Ludington Area Schools, and providing that an additional three (3) semester hours of graduate university credit appropriate to the employee's assignment or equivalent professional growth experience is earned between the fifteenth (15th) and twentieth (20th) years. Such credit must be approved by the Superintendent.
- (e) An additional payment of 3% of the base shall be paid each year in addition to the employee's salary, providing that the employee has twenty-five (25) or more years of service to the Ludington Area Schools, and providing that an additional three (3) semester hours

of graduate university credit appropriate to the employee's assignment or equivalent professional growth experience is earned between the twentieth (20th) and twenty-fifth (25th) years. Such credit or equivalent professional growth experience must be approved by the Superintendent.

ARTICLE XXVI  
SCHEDULE A -- ADDENDUM  
INSURANCE PROTECTION

Section 26.1 Insurance.

The Board agrees to furnish to all teachers the following insurance protection:

(MESSA PAK - Quote August 8, 1991)

Plan A (For employees needing health insurance)  
Plan B (For employees not needing health insurance)

- (a) Group Life Insurance. The Board shall provide MESSA group life insurance protection in the amount of \$30,000 for those employees in Plan A and \$40,000 for the employees in Plan B that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
- (b) Dependent Life Insurance. The Board shall provide dependent life insurance in the amount of \$15,000 for the spouse and \$7,500 for each child.
- (c) Hospitalization Insurance. In the 1991-92 contract year, the Board shall provide, without cost to the employee, MESSA PAK Super Care I protection through August, 1992 for the employee's entire family, single coverage, or employee and dependent(s), whichever is the appropriate coverage. When appropriate, MESSA-CARE and Medicare premiums will be paid on behalf of eligible spouses.

\*In the 1992-93 contract year, the Board shall provide MESSA PAK Super Care I protection through August, 1993 for the employee's entire family, single coverage, or employee and dependent(s), whichever is the appropriate coverage. When appropriate, MESSA-CARE and Medicare premiums will be paid on behalf of eligible spouses.

\*[For 1992-93, the BA base percentage increase in Schedule A (4.5%) shall be adjusted depending upon the rate increase/decrease for MESSA PAK Super Care I for the 1992-93 year. The formula used shall be as follows: For every 1% increase in excess of 14%, the 1992-93 percentage of Schedule A (4.5%) will be decreased by .1% down to a minimum of 3.1%. For every 1% less than 14%, the 1992-9 percentage of Schedule A (4.5%) will be increased by .1%.] (Refer to Section 25.2 "1992-93 Salary Schedule and Insurance Funding.")

- (d) Dental Insurance. The Board shall provide the MESSA Dental Care program for all employees of the bargaining unit and their elig dependents, 60/60/60; \$1,000 with sealants (\$1,000 Maximum for Class I, II & III). In case of both husband and wife teaching in

the system, the Board will pay for each person in order to extend their coverage to 100% of the plan.

- (e) Long Term Disability Insurance. The Board shall provide MESSA Long Term Disability Insurance for each teacher according to Plan II, Quote 1 of August 24, 1978.
- (f) Continuance of Fringes. In the event than an employee has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the contract year as defined in section (g).

In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced, and all fringe benefits shall continue for the duration of the disability. If an employee is laid off, the fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company.

- (g) Duration of Fringes. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage through August, 1993. The open enrollment period shall be jointly established by the Board, the Association, and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be payroll deductible.

The School Board will be responsible for providing insurance information including applications, claim materials and enrollment meetings.

- (h) Payroll Deduction. A single payroll deduction shall be available for all additional MESSA programs.
- (i) Vision Insurance. The Employer shall provide, without cost to the teacher, his/her spouse and dependents, MESSA Full Family VSP-2 Vision Care Plan.

ARTICLE XXVII  
SCHEDULE B

Section 27.1 Supplemental Pay for Schedule B Activities.

The salary is computed by multiplying the percentage listed for each activity times the step on the BA Salary Schedule corresponding to years of experience in that particular activity giving one full step credit for each two (2) years of experience, to a maximum of ten (10) full years or to Step 6 on the BA Schedule. (Excepting Items B-8, 9, 10, F-2 and F-3, which shall be computed by multiplying the BA base salary by the percentage listed.) Half credit will be given for years of experience on a lower level in the same activity when that person assumes the top position in the activity. Salary for non-bargaining unit members shall not exceed that of a bargaining unit member who might

serve in the same capacity. All positions listed will not necessarily be filled.

BASE BA: 1991-92 - \$22,297; 1992-93 - (to be determined);

A. ATHLETICS - BOYS & GIRLS

1. Head Varsity Coaches for Football, Basketball, Wrestling, Swimming, Gymnastics, Track:  
12% + 2% for Junior Varsity Program + 1% for Freshman Program.  
All Assistant Coaches: 8%.
2. Head Varsity Coaches for Baseball, Golf, Tennis, Cross Country, Weight Training, Softball, Volleyball, Soccer:  
9% + 2% for Junior Varsity.  
All Assistant Coaches: 7%.  
Junior High School Athletic Coordinator: 9%.
3. All Junior High Coaches - 7%.
4. Football Equipment Manager - 5%.
5. Intramurals - 2%.
6. Cheerleading:  
Varsity & Reserve, Football - 3.5%.  
Varsity & Reserve, Basketball - 4.5%. 8th & 9th Grade - 3.5%.

B. SENIOR HIGH

1. Music:  
Vocal - 8%. Instrumental - 10%. Assistant - 4.5%.
2. Drama - 8%.
3. Pep Club - 2.5%.
4. Ski Club - 2.5%.
5. Varsity Club - 3.5%.
6. National Honor Society - 2.5%.
7. Yearbook - 2%.
8. Adult Education - per hour .09% =  
(1991-92 - \$20.07; 1992-93 - to be determined)
9. Driver Education, Classroom - .09% =  
(1991-92 - \$20.07; 1992-93 - to be determined)
10. Driver Education, Driving - .075% =  
(1991-92 - \$16.72; 1992-93 - to be determined)
11. Art Club - 2.5%.
12. OM Coordinator - 2%. (one position HS/JHS)



13. Quiz Bowl Director - 2%.

C. JUNIOR HIGH

1. Camp Director - 5%. Assistant - 2.5%.
2. Ski Club - 2.5%.
3. Math/Science Coordinator - 2%.
4. Student Council - 5%.

D. CURRICULUM COUNCILS

1. Chairperson (Secondary) - 8%.
2. Assistant Chairperson (Secondary) - 5%.
3. Grade Level Chairperson (ECDC) - 8%.
4. At-Large Representative (ECDC) - 5%.

E. ELEMENTARY

1. Safety Patrol - 2%.
2. Student Council - 1.5%.
3. OM Coordinator - 2%. (2 positions if more than 6 teams and/or more than 2 schools involved)

F. OTHER

1. Assignments not included in Schedule B assigned by the Principal which are in addition to the normal load (such as teaching additional classes beyond the contract requirement) will be reimbursed at their normal hourly rate.
2. A teacher who substitutes for another teacher (during their conference period) shall have the option of being paid at a substitute rate of .09% of the BA base or banking the hour and receiving a compensatory day upon reaching six (6) compensatory substitute hours. No more than two (2) compensatory days may be earned in any one year. This/These day(s) may be used at any time, subject to twenty-four (24) hours advance notice, and may be used in conjunction with other personal days found in the contract. One day may be carried over into the next year. The second unused day or portion thereof shall be paid at the substitute rate in the teacher's last check of the year.

Elementary teachers shall receive one (1) hour compensatory time for each two (2) periods of Physical Education and General Music they cover because no substitute is available for a teacher in one of the named areas.

An elementary teacher grades 1-6 shall receive one (1) hour compensatory time for each two scheduled periods of Art they cover because no substitute is available. (When/If Art is restored BK-6, the teachers of BK and K shall be covered by this clause.)

Aides will be provided to supervise morning recess periods. (In 1991-92, aides are planned for afternoon recess supervision.) If aides are not provided for supervision of the afternoon recess in 1991-92 (or for the length of this agreement) each elementary teacher shall receive one (1) compensatory day for covering afternoon recess.

3. Staff members who are not assigned a sixth assignment at the secondary level due to Schedule B activity will be considered to have received compensation equivalent to seven percent (7%). If the Schedule B activity exceeds seven percent (7%) the balance will be paid to the teacher by supplemental contract.
4. Notwithstanding any item in Schedule B, any teacher may volunteer to cover a regularly or irregularly scheduled activity that is of benefit to our students or school system. If the activity is not listed in Schedule B, the teacher may arrive at a method of compensatory time with the building principal, subject to final approval by the Association Representative and Superintendent.
5. Certified First Aid persons (including CPR) shall be assigned according to the following formula and will receive one percent (1%) of the BA base for such assignment. This/These persons(s) shall be first-call individuals in emergency medical situations.

Building Size:

- |         |                     |
|---------|---------------------|
| 0-200   | - one(1) person     |
| 200-400 | - two (2) persons   |
| 400-600 | - three (3) persons |
| 600-    | - four (4) persons  |

ARTICLE XXVIII

SCHEDULE C

Section 28.1 (1991-92) Calendar.

AUGUST 28 & 29 .....	TEACHERS REPORT (no school)
SEPTEMBER 3 .....	STUDENTS REPORT (full day)
NOVEMBER 1 .....	END OF 1ST MARKING PERIOD
November 5 .....	Elem: Evening Conferences
November 6 .....	Elem: Aft. Conf. (½ day stu)
November 7.....	Elem: Aft. Conf. (½ day stu)
	Secy: Aft. & Eve. Conferences (½ day students)
	(1-3 pm & 6:30-8:30 pm)
November 8 .....	Elem & Secy:(½ day stu & tchrs)
NOVEMBER 15 .....	DEER SEASON OPENER (no school)
NOVEMBER 28-29 .....	THANKSGIVING RECESS (no school)
DECEMBER 20 .....	CHRISTMAS RECESS (end of day)
JANUARY 6 .....	SCHOOL RESUMES
January 22-23-24 .....	H S Exams (½ day--HS stu only)
January 23-24 .....	Records Day PM (½ day--all stu)
JANAURY 24 .....	END OF 1ST SEMESTER
JANUARY 27 .....	BEGINNING OF 2ND SEMESTER
MARCH 26 .....	SPRING RECESS BEGINS (half day)
MARCH 26 .....	END OF 3RD MARKING PERIOD
APRIL 6 .....	SCHOOL RESUMES
April 14 .....	Elem: Evening Conferences
April 15 .....	Elem: Aft. Conf. (½ day stu)
April 16 .....	Elem: Aft. Conf. (½ day stu)
	Secy: Aft. & Eve. Conferences (½ day students)
	(1-3 pm & 6:30-8:30 pm)
APRIL 17 .....	GOOD FRIDAY (no school)
MAY 25 .....	MEMORIAL DAY (no school)
June 7 .....	Baccalaureate & Commencement
June 9-10-11.....	H S Exams (½ day--HS stu only)
June 10-11 .....	Records Day PM (½ day--all stu)
JUNE 11 .....	LAST DAY FOR STUDENTS & TEACHERS

PAID HOLIDAYS FOR TEACHERS:

- Labor Day
- Thanksgiving
- Christmas
- New Year's Day
- Good Friday
- Memorial Day

Section 28.2 (1992-93) Calendar.

(To be negotiated.)

SCHEDULE D  
 Evaluation Report  
 LUDINGTON AREA SCHOOL DISTRICT

Date \_\_\_\_\_ Building \_\_\_\_\_

Teacher \_\_\_\_\_ Grade \_\_\_\_\_ Subject \_\_\_\_\_

PERSONAL CHARACTERISTICS	Performing Sat. _____	C O M M E N T S
	Needs Improve. _____	
Appearance _____	Cheerfulness _____	
Health _____	Kindliness & Tact _____	
Enthusiasm _____	Use of Voice Control _____	
Poise _____	Use of English _____	
Courtesy _____	Sense of Humor _____	
Adaptability _____	Creativeness _____	
SCHOOL ROUTINE	Performing Sat. _____	
	Needs Improve. _____	
Participation in Program _____	Effective Supervision _____	
Extra Time--Students _____	Punctuality _____	
Promptness & Accuracy _____		
PROFESSIONAL ATTITUDES	Performing Sat. _____	
	Needs Improve. _____	
School Policies _____	Inservice Growth _____	
Committees, Etc. _____	Professional Pride _____	
PROFESSIONAL RELATIONSHIPS	Performing Sat. _____	
	Needs Improve. _____	
Cooperation _____	Positive Pub. Relations _____	
Parent Contacts _____	Student Relations _____	
TEACHING TECHNIQUES	Performing Sat. _____	
	Needs Improve. _____	
Teaching Aids _____	Basic Knowledge _____	
Learning Environment _____	Methods _____	
Student Participation _____	Resourcefulness & _____	
Individual Differences _____	Originality _____	
CLASSROOM MANAGEMENT	Performing Sat. _____	
	Needs Improve. _____	
Rapport _____	Housekeeping _____	
Student Control _____	Use of Supplies & _____	
Room Organization _____	Equipment _____	

TEACHER

PRINCIPAL

## TEACHER EVALUATION

### PURPOSE:

Evaluation of the effectiveness of teaching is an important function of the administration. Without fairly exact knowledge of the strengths and weaknesses of the existing practices, guidance cannot operate to bring about a maximum of improvement.

Evaluation, if it is to serve as both a guidance and a rating device, must be a cooperative process. This means the teacher should have an opportunity to familiarize himself/herself with the items listed. This will serve the dual purpose of placing before the teacher the objectives he/she is expected to achieve, and of providing an excellent basis for self-evaluation.

The purpose of the evaluation is:

1. To promote professional growth and improvement in service;
2. To discover ability and growth;
3. To learn the needs of teachers in order to provide assistance;
4. To furnish friendly stimulation;
5. To determine teachers' qualifications for tenure; teachers should refer to ARTICLE XVI, of the Master Agreement.

This form has been so constructed as to require the actual observation of those practices and conditions which give concrete evidence of the teacher's ability to perform effectively. Objective evidence becomes the basis for evaluation. It covers all areas and grade levels of teaching. No teacher can be expected to demonstrate effectiveness in the achievement of all goals set for him/her. Any rating device designed to record widely varying activities such as will be observed must provide flexibility with respect to teaching situations within the observation period. The evaluation report sheet is intended to reflect the teacher's total effort to the school community.

PERSONAL CHARACTERISTICS - Because of his/her close association with his/her students, a teacher is constantly setting a pattern of conduct. He/she should show good taste in personal appearance. His/her contacts with young people should reflect his/her own personal security and mature development.

APPEARANCE - It is important to be neat, well-groomed, and to wear clothing appropriate to the occasion.

HEALTH - A teacher should have physical vitality and energy. He/she must also have emotional stability and maturity - a positive, wholesome personality that displays self-control, patience, dependability, fairness, and good judgment.

ENTHUSIASM - A teacher should be enthusiastic about the work at hand.

POISE - It is ideal to meet situations with calm self-assurance.

COURTESY - The teacher should set an example of good manners and courteous behavior in the classroom and out.

ADAPTABILITY - Adjustment to new situations is desirable.

CHEERFULNESS - A pleasant, encouraging, congenial, and easily approachable attitude does much to maintain a good working relationship with students.

KINDLINESS & TACT - A teacher should be firm but friendly in his/her relationship with students without resorting to sarcasm or other harsh methods.

USE AND CONTROL OF VOICE - The voice should be sufficiently resonant to be heard easily; pronunciation should be accurate and the tone quality should be pleasant.

USE OF ENGLISH - It is necessary to communicate to students in clear, direct, and precise language.

SENSE OF HUMOR - An effective teacher understands the value of relieving tense situations and of avoiding boredom by careful use of humor.

CREATIVENESS - A creative teacher looks for and uses new approaches to vary his/her class work. He/she displays a lively intellectual curiosity. He/she stimulates students to seek solutions to their own problems.

SCHOOL ROUTINE - A well integrated school depends upon each teacher's understanding and interest in the total program of organization. Careful scheduling of time for necessary clerical duties and conscientious effort in fulfilling general school projects are essential. A cooperative spirit is the all-encompassing factor which can accomplish this goal.

1. Willingness to assume a fair share in the total program is expected of every teacher.
2. Willingness to contribute extra time is a vital necessity in meeting the needs of individual students.
3. Teachers are expected to observe the time schedule, the class program, and to be on time for school A.M. and P.M.
4. Records and reports should be completed promptly and accurately.
5. All teachers should give effective help in supervision of students out of class.
6. Teachers are expected to make written plans in advance. Plans are to be available to the principal for approval and for use by a substitute. Teachers should feel responsible for the continuation of the educational program during an absence.
7. Class record books must be kept up-to-date so marks can be interpreted and justified.

PROFESSIONAL ATTITUDES - The teacher's attitude is the key to establishing a professional status in education. Teaching involves more than guiding children through the learning process. It includes cooperation with fellow teachers, administrators, and laymen.

SCHOOL POLICIES - School policies are the accepted practices of the Board of Education and the Administration. They should be followed by teachers as long as these policies are in effect. Agreement is not necessary, but acceptance is necessary until needed changes are made.

COMMITTEES, ETC. - Teachers are expected to carry a fair share of the committee work, extra-curricular activities, etc., of the school in which they teach. Complete cooperation should be expected. They should also assume their fair share of work on committees which will affect the general welfare of the school system as a whole.

INSERVICE GROWTH - Teachers are expected to grow professionally. This may consist of college or university classes in the field in which they are teaching, curriculum committee work, attendance at institutes or workshops, and study on their own in their chosen fields.

PROFESSIONAL PRIDE - Teachers are expected to be proud of their jobs--not "just a teacher" but "I am a teacher" with emphasis on teacher. This should be carried out in action as well as in word.

PROFESSIONAL RELATIONSHIPS - Professional relationships are closely allied to professional attitudes. If a teacher's professional attitudes are proper, relationships with others will also be proper.

COOPERATION - This item covers a multitude of things--school routine as is expected by the principal of the building, participation in the activities of the building and of the central offices, and working with others.

PARENT CONTACTS - Schools need the good will of parents always. The teacher's contacts with the home will in most cases determine the parents' attitudes toward school. Home contacts by teachers should be made with the knowledge of the building principal.

POSITIVE PUBLIC RELATIONS - Schools and school business must be presented affirmatively if the general public is to accept our statements as fact. A divided staff, giving different opinions not based on fact, makes for a divided general public.

STUDENT RELATIONS - Everyone realizes that not all students can be guided entirely by love and affection, but the ability of a teacher to make students feel they are important and wanted in class is an important factor in their control and advancement.

TEACHING TECHNIQUES - Teaching technique is much more than knowledge of subject matter. It is the fusion of many skills and, most important, it enables the successful teacher to guide his/her children into an active participation in the learning process in an environment that is conducive to the wholesome growth of the total personality.

**TEACHING AIDS** - The teacher suggests reference materials and has them readily available. Students use source materials such as dictionary, encyclopedia, books, magazines, newspapers, maps, globes, visual aids, charts, mimeographed material, field trips, etc.

**LEARNING ENVIRONMENT** - The teacher adjusts the physical features of the room to provide a healthful and attractive environment as far as circumstances permit.

**STUDENT PARTICIPATION** - The students actively participate in classroom discussions and activities. The students give and take suggestions freely, share experiences and knowledge through discussion, committee work and other cooperatively planned work and play activities. Notable motivation of previously disinterested students is a continuing goal.

**INDIVIDUAL DIFFERENCES** - The contributions and efforts of individual students should be given recognition. The teacher shows respect for students' opinions and suggestions; expresses interest in and gives appropriate commendation for student efforts even if accomplishments are small; gives attention to individual comments and problems; seeks and uses the advice and assistance of "specialists" to supplement his/her own teaching; confers with public health nurse, attendance officer and guidance counselor; is aware of and understanding of individual differences; is sensitive to teaching a wide range of skills; and is aware of a wide range of teaching materials and tools.

**BASIC KNOWLEDGE** - A scholarly preparation in a field of teaching is a necessity as is a background of general knowledge.

**METHODS** - The teacher should show adaptability and broad understanding of techniques in his/her presentation of materials; he/she uses many illustrations, utilizes suggestions from pupils as to methods and procedures, changes method quickly when it is obvious that the method being used is not effective, encourages students to try out several solutions, and discusses the relative merits of the various solutions with students.

**RESOURCEFULNESS & ORIGINALITY** - The teacher demonstrates initiative and adaptability in adjusting predetermined plans to circumstances and individuals, utilizes lesson plans that are flexible enough to use contributions and suggestions of students, adapts methods and techniques to meet the individual needs of pupils, and utilizes student questions. He/she makes effective use of local community resources, lay experiences, and state and national institutions in adapting the program to needs of students.

**CLASSROOM MANAGEMENT** - The classroom situation is orderly and business-like. Teacher's leadership is evident. Physical features of the room are adjusted to provide a healthful and attractive environment.

**RAPPORT** - Teacher and students exhibit an attitude of respect for each other.

**STUDENT CONTROL** - The teacher maintains good order without compulsion, makes few reprimands, is firm but friendly, is consistent in policy, is self-sufficient and self-confident in management of students.



ROOM ORGANIZATION - The teacher involves the student in teacher-pupil planning in keeping with grade level and subject content.

HOUSEKEEPING - Room neatness is conducive to good atmosphere, and students are encouraged to assume part of this responsibility.

USE OF SUPPLIES AND EQUIPMENT - Consideration should be given by the teacher and the student for the care of equipment and the use of supplies. To avoid conflicts, a plan for the use of equipment is essential.

