

PROFESSIONAL
AGREEMENT



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BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF LINCOLN PARK
AND THE
WAYNE COUNTY - M.E.A./N.E.A.

2004 - 2006

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INTRODUCTION

This Agreement entered into this 15th day of August, 2004, by and between the Board of Education of the School District of the City of Lincoln Park, Michigan hereinafter called the "Board", an affiliate of the Michigan Association of School Boards and the National Association of School Boards and the Wayne County - MEA/NEA, a voluntary association, hereinafter called the "Union", affiliated with the Michigan Education Association, hereinafter called "MEA", and the National Education Association, hereinafter called the "NEA". The term shall refer to the Lincoln Park Education Association. The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS the Board and the Union recognize and declare that providing a quality education for the children of Lincoln Park is their mutual aim and that the character of such education depends to a significant extent upon the quality and morale of the teaching service, and

WHEREAS the Board is charged by law with certain responsibilities it must assume and discharge and which may not be delegated or abrogated, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the sole and exclusive bargaining representative of its teaching personnel with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiation, have reached certain understanding, and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive and sole bargaining representative for all certificated personnel whether under contract, employed, or to be employed by the Board, including social workers, school nurses, homebound teachers, school psychologists, contractual substitute teachers, teachers who have substituted sixty (60) consecutive days in the same position, librarians, and all other contractual personnel, but excluding Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Vocational Education, Athletic Director, Director of Special Education and Substitute Corps. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Union in the bargaining or negotiating unit as above defined, including those on leave.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the Union for the duration of this Agreement.

ARTICLE II

UNION AND TEACHER RIGHTS

- A. The Board hereby agrees that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act 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 Union, his/her participation in any activities of the Union or collective professional negotiations with the Board or his/her institution of any grievance complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Union and its representatives shall have the exclusive right among teachers to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.
- D. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. A total of five (5) academic hours per day or their equivalent will be allocated to teachers - not less than two (2) designated by the Local Association to engage in Union business, without loss of compensation. The parties will cooperate in the scheduling of release time for such teachers. Any teacher so designated will not lose his/her normal preparation period.

- E. The Union shall have the exclusive right among teachers to use school facilities and equipment for non instructional purposes, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, all types of audiovisual equipment and computer equipment at reasonable times, subject to such reasonable regulations as may be established by the Board. The Union shall pay for the reasonable cost of all materials, supplies, wages of specialized personnel, and damage incident to such use.
- F. The Union and/or the Board shall have the exclusive right to post notices on school bulletin boards, at least one (1) of which shall be provided in each school building. Such bulletin boards shall not normally be located in areas accessible to children or the public. Only the above parties may use the district mail service and teacher mail boxes for communication to teachers. The Board shall enforce this section immediately upon notice of any violation.
- G. The Board agrees to furnish to the Union in response to reasonable requests from time to time all available information concerning the financial resources of the district, budgetary requirement and allocations which have passed the Board discussion stage, register of certified personnel, names, addresses and telephone numbers of all teachers, except where the teacher specifies in writing that this information is not to be released, and such other information as will assist the Union in developing informed and constructive programs on behalf of the teachers, together with non privileged information, in response to reasonable requests, which may be necessary for the Union to process any grievance and which is readily available to the Board.
- H. The Board, or its representatives shall consult with the Union on any new or modified tax programs, construction programs, or major revisions of educational policy which are under consideration and the Union shall be given opportunity to advise the Board representatives with respect to said matters prior to their adoption and/or general publication.
- I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except

where teaching performance or professional standards are involved and except where it may be detrimental to the welfare of the students.

- J. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, sexual preference, or marital status.
- K. Consistent with the Code of Ethics of the Education Profession, membership in the Union shall be open to all teachers regardless of race, creed, color, religion, national origin, age, gender, sexual preference, or marital status.
- L. A teacher engaged during the day in negotiating on behalf of the Union with any representative of the Board, or any parties necessary to any professional grievance procedure, including arbitration, where such meetings are scheduled by mutual agreement during the normal teaching day, shall be released from regular duties without loss of salary or other benefits.
- M. A bank of twenty-five (25) days per school year shall be created to be used by Local Association appointed representatives to attend seminars, meetings, conferences, or other Union designated functions. If additional days are needed, the Local Association may purchase up to ten (10) additional days at the substitute teacher rate. Whenever possible the Board shall be notified by the Union forty-eight (48) hours prior to the use of all days covered by this provision.
- N. The Board shall place on the Agenda of each regular Board Meeting for consideration under "New Business" any matters brought to its attention by the Union, so long as those matters are made known to the Superintendent's office by the Wednesday preceding said regular meeting and so long as the Union has pursued the matter through the proper lines of responsibility designated in the organizational chart.

ARTICLE III

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union, including the Local Association, NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year.
- B. Any teacher who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Union an amount that is not greater than the Professional Dues of the Union, including the dues of the Union, Local Association, MEA and NEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding section. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Union or authorize payment through payroll deductions, as provided in the preceding section, the Board shall cause the termination of employment of such teacher at the end of the semester. 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, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- C. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Union shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide the (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.
 2. If the teacher fails to comply, the Union may file charges in writing, with the Board, and shall request termination of the teacher's employment. A

copy of the notice of noncompliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a 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 shall be withdrawn. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefits Fee.
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- D. If at the end of the semester the teacher, or teachers, receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission, a court of competent jurisdiction, or other appropriate jurisdiction, such teacher's services shall not be terminated until such time as such teacher, or teachers, have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission, a court of competent jurisdiction, or other appropriate jurisdiction. It is understood that upon exhaustion of appeals without remedy said teacher or teachers shall be discharged.
 - E. The Union agrees that it will pay for all legal fees that have to be expended as the result of a filing of charges and request for termination, including proceedings before the Board, the Michigan Tenure Commission, a court of competent jurisdiction, or other appropriate jurisdiction.
 - F. The Board agrees to remit promptly to the respective Union all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
 - G. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, insurance or any other present plans or any other programs jointly approved by the Union and the Board.
 - H. Nothing contained in the Article shall preclude a teacher from paying the entire annual Union dues or financial responsibility fee in cash within thirty (30) days following the commencement of the school year.

ARTICLE IV

TEACHING HOURS

The teachers' normal teaching hours shall require that teachers report to their classrooms ten (10) minutes prior to the starting time of their respective school day and remain in their classrooms five (5) minutes after the end of their respective school day. Nothing in this section shall be construed to preclude teachers from reporting in earlier or remaining later to carry out professional responsibilities.

A. High School Hours:

7:50 a.m. to 2:38 p.m.

Instructional Time - 6 hours 17 minutes

B. Middle School Hours:

8:20 a.m. to 3:00 p.m.

Instructional Time - 6 hours 10 minutes

C. Teachers' normal teaching hours in the elementary schools shall be as follows:

(1) Teachers shall not be required to report to their classrooms earlier than 10 minutes prior to the start of instruction and will not be required to assume responsibility for children until five (5) minutes before the beginning of instruction. School starts as indicated below:

8:30 a.m. to 3:17 p.m.

Instructional Time - 6 hours 12 minutes

Half days schedules will follow Lunch A schedule for all students.

(2) Hours of kindergarten teachers shall be fixed by the principal in consultation with the teachers at the beginning of each semester, but shall in no event be longer than the foregoing.

D. The Board recognizes the principles of a standard work week as set out in this Agreement and will set work schedules and make professional assignments, which can reasonably be completed within such standard workweek. Subject to the provisions of Article XXII, the Board will not require teachers to work in excess of such standard workweek within or outside of any school building.

- E. All teachers shall be entitled to a duty-free uninterrupted lunch period. In no event shall secondary teachers be allowed less than the time allotted students at the secondary level shall. Such teachers' lunch period shall not be reduced for the duration of this Agreement

- F. The above items in Article IV are the approved work schedule. Teachers are encouraged in cases of emergency such as extreme weather conditions to deviate from the schedule.

- G. No teacher shall be required to remain after the regular school day or return for an evening meeting without his/her consent without being compensated at the regular agreed upon hourly rate, hereinafter defined, unless specified elsewhere in this Agreement.

ARTICLE V

SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having physical, mental and emotional problems may require specialized classroom experiences and that their presence in regular classrooms may place extraordinary demands upon the teacher. Students with such a history who have been evaluated by the Special Services Department will be evenly distributed as far as possible among teachers of the affected grade or department in each building. A teacher requesting the transfer of a student whom he/she believes has physical, mental or emotional problems, previously unidentified, will first refer the student to the Special Services Department for evaluation. In the event the request for transfer is denied, the teacher shall have the right to have a conference with the principal, counselor, and/or appropriate Special Services personnel. Special attention will be given to reducing class size where such students are placed in a regular classroom.
- B. Specialized classrooms will be established for the teaching of emotionally impaired children, and appropriately trained personnel will be sought to teach such classes, within the limitations of available personnel, facilities and funds. The Special Services Department will consult with the Local Association as to the establishment of such a program.
- C. Students with Special Education designations shall be integrated into regular classrooms with least restrictive requirements of Special Education law. The teacher's class load will be considered in placing such students.

ARTICLE VI

TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both Union 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 toward insuring that the energy of the teacher is primarily utilized to this end.
- B. (1) Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be reasonable and should not exceed the following maxima, within the limitations of available personnel, facilities and funds:
- (1) for the high school - thirty (30) to thirty-five (35) students per academic class
 - (2) for the middle school and elementary schools - twenty-five (25) to thirty (30) students per academic class
 - (3) for other specialized classes - that recommended by the State of Michigan

Experimental class situations may exceed the above limitations by mutual agreement of the parties. In no event shall the number of students in a class exceed the number of student stations available. Any class loads not herein described shall be regulated in accordance with sound educational practice. Where maximum standards within a particular building and grade level must be exceeded, students will be equally distributed among the teachers assigned to that grade level. Should split classes become necessary and there no volunteers, the split classes will be rotated on a yearly basis by reverse District seniority within the area of specialization. The building administrator and the teacher of the split class shall determine the students assigned to such classes.

B. (2) There is hereby established a class size committee, which will be composed of two (2) members appointed by the Local Association and two (2) members appointed by the Superintendent. It shall be the function of the committee to review and recommend possible solutions for any class size situation which exceeds the guidelines established by Article VI, B and Article V, A. The committee's recommendations shall be submitted to both the Superintendent and the Union. If

the committee's recommendation is not acceptable to the Superintendent, he/she shall treat the class problem as a grievance and shall within five (5) working school days of the receipt of the recommendation forward the grievance. At the same time, a copy of his/her disposition shall be sent to the Union. Upon receipt of the disposition by the parties, the grievance shall be processed as provided in Article XXVII, Sec. C and may be further processed under the provisions of Article XXVII, Sec. D and E.

- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, computer equipment and similar materials are the tools of the teaching profession. The parties agree: (a) that the Board may continue to utilize its administrative means, including the involvement of teachers, to study the tools set forth above; (b) that in the event the Union desires to review the improvement of such tools with the Board, upon mutual consent the parties shall confer upon such materials, and (c) that if the Board decides to conduct an extensive study in connection with such tools it shall request the Union to participate in such study. Nothing herein is intended to preclude the individual teacher from communication or offering suggestions for improvement of such tools to his/her supervisor. The Board will continue to keep the schools reasonably and properly equipped and maintained.

- D. The Board and the Union mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library, or reference shelves in faculty rooms, in each school and includes therein all texts, which are reasonably requested by the teachers of the school, subject to budgetary limitations.

- E. The Board agrees to make available adequate typing facilities in each school and, where possible, adequate duplicating, stencil, mimeograph facilities and computer equipment to aid teachers in the preparation of instructional material.

- F. The Board shall provide:
 - (1) A separate desk for each teacher with lockable drawer space if the teacher requests.

- (2) Lockable space or lockers sufficient for the needs of all its teachers to store their outer clothing while in school.
- (3) Adequate chalkboard space in every classroom.
- (4) Guides, if available and requested, for each teacher's use, of all texts used in each of the courses he/she is to teach.
- (5) Dictionary, encyclopedias, atlas and/or almanac in each classroom where requested and appropriate.
- (6) Audio-visual curtains in each classroom and shall make available audio-visual equipment for use in classroom, subject to budgetary limitations.
- (7) Adequate storage space in each classroom for instructional materials.
- (8) Adequate attendance books, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibility.
- (9) A gym uniform and a tank suit for each physical education teacher, a smock for each art and home economics teacher, a laboratory coat for each laboratory science teacher, a shop coat for each vocational and industrial education teacher, upon request, for use at appropriate times.

All teachers of music, physical education, and art will be provided with adequate and properly maintained equipment and necessary supplies.

- (10) Machine scoring if available, of standardized tests at all levels.
- G. The Board recognizes that certain benefits are gained in relieving teachers of menial tasks and will take any steps available to relieve teachers of such tasks.
 - H. The Board shall make available in each school, adequate lunchroom, teachers' room and lavatory facilities exclusively for teacher use where space permits.
 - I. Adequate telephone facilities shall be maintained for teachers for their reasonable use.
 - J. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the local association. Providing such installation shall be made only if consistent with security of school premises. The proceeds of any vending machine utilized by teachers shall be used as agreed upon by the faculty of the school.

- K. All reasonable efforts will be made to keep all parking areas free of mud, snow and debris, and identified for teacher use. Teachers will be consulted as to location of any new parking areas.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety.
- M. The normal daily teaching load in the senior high school will be five (5) assigned class periods and one (1) duty-free preparation period.
- N. All supplemental teaching equipment and teaching aids available within the district shall be made available at all reasonable times.
- O. All elementary teachers shall have at least 150 minutes per week duty free preparation. Preparation time shall be scheduled in blocks of not less than 20 minutes duration.

Teachers of music, physical education, art, remedial reading, librarians, social workers, speech therapists, and other special education teachers shall be provided with preparation time to the same extent as other teachers at their level and total teaching, preparation, clean-up, and travel time shall not exceed that of other teachers at that level.

- (1) Anytime during which classes are receiving instructions from various teaching specialists will be considered part of the guaranteed preparation time. In the event of scheduling difficulties, a five percent (5%) variant on preparation time will be permitted.
 - (2) Any special class time scheduled beyond the minimum shall be considered part of a teacher's guaranteed preparation time.
- P. Recess shall be no more than fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. On the day that students have physical education, only one (1) recess period shall be allowed during that day. Recess shall be scheduled in the opposite A.M. or P.M. part of the day from physical education class.
- (1) The outdoor recess supervision ratio shall be one (1) teacher for three (3) classes or four (4) classes.

- (2) Indoor recess procedure shall be determined by mutual agreement between staff and administration in each building. Individual teacher participation in indoor recess shall be voluntary. In the event that no mutually agreeable plan can be devised in a building, the superintendent or designee and union representatives shall devise a plan for the building.
- (3) Although recess is not to be considered part of the guaranteed preparation time, it will not be permitted to interfere with the scheduling of special classes.
- Q. The Board agrees to make every reasonable effort to maintain an adequate list of substitute teachers, including substitutes with some experience or training in the specialty fields such as music, art, library, etc. Teachers shall be informed of a telephone number that they may call to report unavailability for work. Such unavailability should be reported one and one half ($1\frac{1}{2}$) hours prior to the beginning of the school day except in case of emergency. Teachers are encouraged to call as early as possible concerning any absence including unavailability in the P.M. A twenty-four (24) hour answering service shall be provided for this purpose. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. After a teacher has reported unavailability, leave day(s) will be deducted.
- R. Paydays shall be as specified in Schedule D.
- S. Every school shall be provided with the services of a school nurse to the extent consistent with budgetary limitations and the availability of personnel.
- T. Report card marks of a teacher will not be changed by any other person except in unusual cases where the teacher has not acted in accordance with professional standards.
- U. Security of school money shall be considered the Board's responsibility and no teacher shall be required to keep any school funds in his/her desk, on his/her person, or in his/her possession. Arrangements shall be made in each school whereby such monies shall be turned over daily to a special place for safeguarding.
- V. Classroom interruptions will be discouraged and minimized except in case of emergency or when no other reasonable alternative is available.

- W. Teachers who move from room to room will be provided with a desk and storage space. Room changes for these teachers shall be held to a minimum. Room assignments for these teachers will be made on the basis of district seniority and organizational pattern.
- X. An organizational chart shall be posted in each school showing the lines of responsibility of each teacher and administrator in each school on a regular or part-time basis. All parties shall be expected to respect and conform to such organizational lines or responsibility in their dealings with each other.
- Y. Availability of official information:
- (1) Information affecting teachers shall be posted on a school bulletin board for the inspection of teachers.
 - (2) Specific information concerning the rotation of assignments and service within the school district will be made available by the principal upon the request of a teacher.
 - (3) A copy of current teaching and non-teaching assignments shall be given to the union building representative who may post the same.
- Z. The number of lesson preparations at the secondary level shall not exceed two (2) except with the consent of the teacher concerned or by request of the teacher or unless there are insufficient teachers so consenting or requesting more than two (2) lesson preparations. Secondary level teachers will not be assigned to split sections without prior consultation with the teacher and the Union.

- AA. If possible, the Superintendent shall announce emergency school closings at least one (1) hour before the earliest teacher reporting time. This should be made to at least four (4) mutually agreed upon radio stations.
- BB. The Board will reimburse teachers for any unusual damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- CC. Elementary library facilities will be kept open for use by pupils and teachers. Continued attempts will be made by the Board and the Local Association to obtain volunteers to assist in the operation of these libraries.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and provisional, permanent, continuing or professional certificate.
- B. The employment of new teachers with special certificates is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials, and the Union shall be so notified in each instance. The Board will use its best efforts to fill such positions without delay with a teacher holding a permanent, continuing, provisional or professional certificate.
- C. Teachers in grade level 7-12 shall meet, within one (1) calendar year after assignment, the minimum standards of the North Central Association in those subjects to which they are assigned. A teacher upon written special request, with documentation showing the teacher is progressing in his/her course work toward meeting North Central standards in the subject he/she is assigned, may receive an additional calendar year to meet the minimum standards.

Teachers falling under Section C above, who do not meet in one (1) calendar year, or with an extension, two (2) calendar years, the requirements of the North Central Association, shall be considered displaced (Reduction in Personnel) and shall follow procedures outlined in Article X.

- D. Physical Education teachers where swimming is part of the curriculum are required to hold and maintain a valid water safety instructor certificate or a senior lifesaving certificate. The Board shall provide the courses necessary to qualify.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study, except with the voluntary written consent of the teachers, and without prior notification being given to the Union, or unless otherwise specified in this Agreement.
- F. No later than sixty (60) days before the end of the school year, programming preference sheets shall be distributed to all middle school and high school

teachers and these shall be returned no later than thirty (30) days before the end of the school year. These preference sheets shall be used as guidelines in assigning classes at both levels and assigning clusters at the middle school. Elementary specialists will make their preferences known at a meeting at Central Office.

- G. All teachers shall be given written notice of their tentative assignments (subjects and/or grades) to be taught for the forthcoming year no later than five (5) working days before June 1st. High school teachers shall be notified of their Spring Semester assignments no later than ten (10) days before the close of the Fall Semester. In the event that changes in such programs are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' programs be made later than the fifteenth (15) day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Union shall be so notified in each instance. Preference in assigning rooms at all levels shall be on the basis of district seniority, vacancy and organizational pattern.
- H. No later than the end of the next to the last school day of the term, teachers should receive their building programs for the following term, including the periods and room where their teaching assignments occur.
- I. The Board will arrange for orientation of new teachers at all levels.
- J. Proposed changes in the organizational structure at the Middle School shall be approved by a two-thirds (2/3) plus one (1) majority of the teaching staff.

ARTICLE VIII

PROMOTIONS

- A. The Board shall be responsible for the selection of the Superintendent of Schools and all other members of the central office staff. All other positions in the school system carrying contractual compensation in lieu of the regular teaching contract and providing such position is one of an administrative and/or executive nature shall be considered as a promotional position within the meaning of this Article. This section shall apply to high school department heads, director of driver training, summer school and night school directors and counselors.
- B. The Board of Education shall declare a position vacant and the Superintendent shall post a notice of the vacancy in the Office of the Superintendent and additional postings, accompanied by a job description, shall be made available to each school office where there may be eligible candidates. Any qualified candidate may apply at the Office of the Superintendent. No vacancy shall be filled, except in case of emergency (unforeseen circumstance) on a temporary basis, until such vacancy shall have been posted for at least seven (7) days. Temporary appointments shall not extend beyond the current school year. During the summer, available positions shall be the subject of notice mailed to teachers' homes.
- C. The Superintendent shall make the recommendation for a specific promotion to the Board of Education in open session after having sought the help and advice of a Screening Committee of five (5) people, three (3) selected by him/her and two (2) selected by him/her from a panel of seven (7) named teachers provided by the Union. Any committee may function if at least four (4) of its members are present to evaluate candidates.
- D. The Superintendent shall consider the committee's opinions and evaluations in arriving at his/her decision in making his/her recommendation to the Board.
- E. The Screening Committee shall make an objective evaluation of all qualified candidates and shall include the following criteria in reaching their final evaluations: academic background; personality; health; character; total teaching and administrative experience; length of service in Lincoln Park; ability to relate

with children, the public and his/her peers; a demonstrated willingness toward community service, and an interview, if the committee deems necessary, of all interested candidates by said committee. However, preference shall be given to candidates from within the local system, providing qualifications are essentially equal.

- F. In case there is no applicant for a vacancy, the Superintendent may recommend to the Board a person to fill the vacancy, provided the individual appointed meets the qualifications as posted and consents to the appointment.
- G. The Screening Committee shall recommend up to three (3) candidates, where possible. If the Superintendent or the Board cannot recommend or appoint one (1) of the top three (3) candidates recommended by the Screening Committee for the position, the position shall automatically be reposted and the promotional procedures repeated.
- H. Ground rules for the functioning of the Screening Committee shall be established, printed and distributed to committee members by the Superintendent or his/her designee.
- I. Central office promotional positions will be subject only to paragraph B of this Article.
- J. Promotional appointments will be made by the Board after the Superintendent's recommendation.
- K. Any teacher who shall be promoted 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 the Agreement prior to such promotion to supervisory or executive status.

ARTICLE IX

EXTRA COMPENSATORY POSITIONS

- A. All positions in the school system which carry compensation in addition to the regular teacher contractual salary and providing that such positions are not promotional as defined above shall be considered as extra-compensatory jobs. These positions are listed in Schedule B. Positions currently filled shall be continued from year to year by Board resolution unless: the jobholder submits a letter of resignation; the Superintendent does not recommend continuation for the following year; the jobholder dies or retires. Should any of the above occur, the vacancy shall be filled in accordance with paragraphs B,C,D,E,F,G and H of Article VIII, except that the screening committee will consider the number and nature of other extra-compensatory positions held by the applicant in making its recommendation. In the event of a reduction in needed personnel, such reduction shall be by seniority within the affected program.

Beginning with the 1998-99 school year (July 1, 1998) salaries for the 7th and 8th grade coaches will be determined by the average of either the league or WC/MEA NEA affiliates whichever is less except that no position will be reduced in pay.

The parties agree to discuss from time to time additional positions for the Middle School. In the event that it is mutually agreed to add a position said agreement shall include the compensation for the position

- B. If a vacancy exists in an extra-compensatory position, and there is no qualified applicant from within the Bargaining Unit, the Board may appoint someone from outside the Bargaining Unit to fill the vacancy. However, such appointment will be for that position only and the holder will not accumulate seniority for any purpose other than the position to which he/she was appointed.

Beginning with the 1998-99 school year (July 1, 1998), any such person newly hired for a position shall only be entitled to the salary paid such individual at the initial year of his/her employment.

ARTICLE X

TRANSFERS

A. DEFINITION OF TRANSFER:

"Transfer" shall mean relocation of teaching personnel to another building and/or a change in assignment, affecting a change in immediate supervision or grade level.

B. ADMINISTRATIVE TRANSFER:

It shall be the responsibility of the Superintendent, where possible, to effect transfers in full cooperation with all parties affected. Reason for the transfer shall be made known to the employee, if requested. No transfer will be made arbitrarily.

C. VOLUNTARY TRANSFERS:

Transfers to all vacancies except class size adjustments will be made at the beginning of the following semester unless management deems appropriate to make said transfer earlier. Transfers involving class size adjustments will take place immediately; provided that if no certified teacher is available for hire to replace the person requesting the transfer, the transfer will take place at the beginning of the following semester.

Teachers desiring transfers to positions, that may become vacant, must comply with the following. Requests will be honored on seniority basis.

1. A written request for transfer must be submitted on forms made available by the Personnel Department. The Transfer Request Form shall contain space to permit the teacher to indicate that the request is to be used only in the event of bumping which affects the teacher completing the request.
2. Request forms must be submitted to the Personnel Office by June 1st of the school year preceding the school year for which the transfer is requested. Elementary teachers will be notified of tentative teaching assignments prior to the deadline for the submission of Transfer Requests.

3. Such request must be made annually.
4. The teacher submitting a Transfer Request Form shall be advised of openings listed on the Transfer Request Form up to six times during the annual bid meeting. A teacher may elect not to be informed of identical openings. Such election will not reduce his/her remaining passes.
5. Within three business days of the annual bid meeting teachers who have remaining transfer options must complete a post bid meeting transfer form to be eligible for transfer during the validation period. Teachers completing the post bid meeting option form will have one transfer opportunity during the validation period. The validation period extends from after the annual bid meeting through the upcoming school year.
6. A teacher is limited to one (1) voluntary transfer per school year.
7. Mid year vacancies will not be filled until the following semester except where deemed appropriate by administration. The rights of such a teacher will be as if they had occupied the position at mid year.

D. NON-VOLUNTARY TRANSFERS DUE TO REDUCTION IN PERSONNEL

Bumping shall be allowed only in cases where positions have been eliminated through a reduction in staff in a building or department. The teacher bumped must be the one with the least district seniority in the area, department, or building. Those affected by the original bump may follow the same procedure to secure a new position. It is understood that if a teacher's former position or a substantially equivalent position is available, said teacher must claim that position. Substantially equivalent is defined as:

High School and Middle School grades 7 - 12, the majority of assignments are in the same area or department.

Elementary - One of the following as declared by the teacher upon notification of the displacement:

1. level of specialization* worked in at the time of displacement
2. building
3. both

*Level of Specialization refers to Kindergarten (a full time position in one building has preference over a split assignment), Grades 1-3, Grades 4-6, Grade 7-8. One year of successful teaching at that level.

Elementary teaching areas, such as Art, Music, Remedial Reading, Physical Education, etc., will be subject to district seniority in their respective teaching areas of specialization.

1. High School and Middle School bumping procedure:

When it becomes necessary to reduce a position, the teacher with the lowest district seniority in the area or department will be considered displaced. That teacher must first bump in his/her major; if there is no position available in his/her major, he/she must bump in his/her minor. If there is no position available in his/her minor, he/she may then bump in other areas covered by his/her certificate, the teacher with the least seniority, unless this would cause a more senior teacher to be laid off. If there is still no position available and the teacher bumped has an elementary certificate, that teacher will follow step (2). If the teacher does not have an elementary certificate, he/she shall be laid off.

2. Elementary Bumping Procedure:

When it becomes necessary to decrease a position(s) in an elementary building(s), the teacher with the lowest seniority in his/her current grade level where the reduction is occurring has the following options:

- a. Bump in the area of specialization that he/she possesses, the lowest senior teacher in the building, or
- b. Bump the lowest senior teacher in the building, or
- c. Bump the lowest senior elementary teacher in the district in his/her current area of specialization.
- d. If options a, b and c are not available, the teacher(s) must bump the elementary teacher with the lowest district seniority.

- e. If options a, b, c and d are not available, the teacher(s) must bump the lowest seniored teacher in the district covered by their certificate.
- f. If options a, b, c, d and e are not available, the teacher(s) shall be laid off.

E. FILLING OF AVAILABLE POSITIONS

Vacancies that occur in the teaching staff shall be offered to groups of teachers in the following order (not if the effect of the offer is to permit a less senior person on layoff or leave to claim a job over a more senior person on layoff, or cause a currently employed teacher to be without a position):

1st - Displaced teachers with tenure and all displacements on file.

2nd - Currently employed staff who may request a transfer, tenured staff on leave, non-tenure displaced teachers and non-tenure teachers on leave. These groups will be merged according to seniority for job selection purposes.

At this step when a non-tenured teacher has selected a position either by exercising bumping rights if qualified or by choosing an open position, said teacher shall no longer be considered displaced.

3rd - Teachers on layoff.

4th - People from outside the District.

1. **DISPLACED TEACHERS:** A displaced teacher is a teacher who, does not presently have an assignment substantially equivalent to the one at the time of his/her non-voluntary change of position.

A displaced teacher shall have the option of reclaiming a substantially equivalent job when it becomes available, but shall have no right to take said job until the beginning of the following semester. Management may make said transfer before the next semester if it deems appropriate.

- a. For grades K-6, substantially equivalent is defined as one of the following as declared by the teacher upon notification of the displacement:

1. level of specialization worked in at the time of displacement
2. building
3. both

b. For grades 7-8 substantially equivalent is defined as having the majority of assignments in the same department or subject.

c. For grades 9-12 substantially equivalent is defined as having the majority of assignments in the same department.

It is the responsibility of the displaced teacher to file a claim for reinstatement rights with the Personnel Director on a form made available by the Personnel Director within fifteen (15) work days following the displacement.

Should a teacher be displaced more than once, he/she will be allowed the option of reclaiming a substantially equivalent position for each displacement.

If a teacher passes on the option for reinstatement, that teacher shall hold no further claim to a substantially equivalent position for that displacement.

Once a teacher has been reinstated to a substantially equivalent position, he/she shall have no further claim for that displacement or to any other displacement.

2. VOLUNTARY TRANSFERS - Follow procedure as outlined in Section C, above.
3. TEACHER ON LAYOFF - Follow procedure as outlined in Article XX, Section F
4. OUTSIDE THE DISTRICT - In the event that no requests for transfer are on file for a given position, the Personnel Director will post the position in the buildings and the Board of Education Office for a period of seven (7) days. Postings will be mailed to teachers' homes when school is not in session. If no applications are submitted by teachers employed in the District within seven (7) working days, the position may be filled from applicants outside the District. In no instance shall the qualification for a position be reduced or altered for an outside applicant.

Regardless of anything in this Article to the contrary, special education positions, state and federal program positions and coordinator positions shall be open on an equal basis to currently employed teachers and to teachers on leave or layoff status.

ARTICLE XI

ILLNESS, DISABILITY OR PERSONAL BUSINESS

- A. All teachers absent from duty due to sickness, injury, or personal business (not to include vacations or other recreation time) shall be allowed full pay for a total of twelve (12) days per school year. Any teacher who uses six (6) days or less in one (1) year will receive a bonus of two (2) days that will be added to his/her leave bank for the following year(s). Teachers who leave the District before the school year ends will reimburse the Board for all leave days used and compensated for in excess of prior years' accumulation and current year's accumulation, earned at a rate of 1.2 days for each month worked.
- B. Each teacher shall be entitled to unlimited accumulation for the unused portion of each year's leave which shall be available in future years.
- C. Leave days will not be deducted for days the teachers are not required to report.
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the amount received through Workmen's Compensation and 70% of his/her regular pay during the period he/she is receiving such compensation, but not to exceed one (1) year. Leave days will not be deducted for the period the teacher is receiving Workmen's Compensation. Fringe benefits will be continued by the Board for the period it is paying such differential.
- E. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
 - (1) Bereavement Leave - A maximum of five (5) consecutive working days for a death in the employee's or spouse's immediate family. Immediate family shall include: father, mother, child, husband, wife, grandfather, grandmother, brother, sister, or legal guardian. If the death occurs on a Friday or a Saturday, the five days shall commence on the Monday following, otherwise it shall start on the first working day following the death. It is further understood that intervening vacations, holidays, or

days when school is not in session shall be included in the five days (i.e. partial days, emergency school closings, summer recesses, etc.).

(2) Court appearance as a plaintiff or a defendant, if exonerated, or as a witness under subpoena in any case connected with the teacher's employment or the school, or whenever a teacher is subpoenaed as a non-defendant witness to attend any proceeding.

(3) Time necessary to take the selective service physical examination.

(4) In the event of the death of a staff member, a representative number of colleagues who wish to attend the funeral service shall be permitted to do so with no reduction from leave days. To the extent substitutes are not available, the remainder of the school staff shall cooperate to take care of the professional responsibilities of the absent teachers.

F. A teacher absent from work because of mumps, scarlet fever, measles or chickenpox, AIDS (contracted through job duties), hepatitis, head lice, scabies, or other contagious or communicable diseases shall suffer no diminution of compensation and shall not be charged with loss of personal leave, provided that current proof of immunization is furnished, where applicable.

G. A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation providing the teacher attempts to be relieved of such duty. No leave days will be deducted for the period the teacher is on jury duty.

H. Sick Bank Language

(1) Each teacher shall contribute one leave day to a central bank. The employer shall contribute fifty (50) days. If additional days are necessary, each teacher shall contribute up to another day in half-day (1/2) increments and the employer shall provide days beyond the original fifty pro-rated in relation to the contributions of teachers. It is understood that no teacher shall contribute more than two (2) days per school year and that the contribution of the employer shall not exceed one hundred (100) days per school year.

It is further understood that any contributions of a teacher to the sick bank shall not affect the right to bonus days for said teacher.

- (2) Unused days shall be carried over to the next school year. The above method of contribution including the initial one (1) day contribution at the beginning of each year shall continue each year unless the carryover exceeds 350 days. If 350 days are carried over and additional days are needed in said successor year; the teacher shall contribute up to one day in $\frac{1}{2}$ day increments and the employer shall contribute up to 50 days in 25 day increments.
- (3) There shall be a period of ten (10) consecutive days of absence before an individual shall be eligible for sick bank benefits.
- (4) An individual teacher must first exhaust his/her own leave days prior to becoming eligible for the sick bank . This shall in part or in full satisfy the above requirement of absence.
- (5) A committee shall be established consisting of five (5) members; three (3) members shall be appointed by the Union and two (2) members shall be appointed by the Administration. For the duration of this agreement an effort will be made to maintain the same committee membership. It shall be the responsibility of the committee to determine appropriate guidelines and procedures for the use of the sick bank. The committee shall have the sole authority in the determination of eligibility and the number of days to be granted.

ARTICLE XII

PROFESSIONAL GROWTH DAYS

In the belief that attendance at conferences, workshops, conventions, and visitation to other systems or schools is desirable to maintain and improve professional competence and proficiency, and enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings. Teachers will request permission to attend the aforementioned functions as early as possible. Authorization to attend is subject to availability of budgetary funds and will be recommended to the Superintendent by the Principal based upon the recommendation of an appropriate teachers' committee appointed by the Principal. Attendance shall not be limited to meetings only in Michigan.

ARTICLE XIII

SABBATICAL LEAVE

A. Teachers who have been employed in the Lincoln Park Public Schools for at least seven (7) years may be granted a sabbatical leave for one (1) year to study. With Board approval, sabbatical leave may be granted for travel directly connected with the teacher's major field of study. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) his/her annual salary, and all other supplemental benefits that are made available to all other contractual personnel.

B. A teacher, upon returning from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as if he/she had taught in the district during such period.

C. The deadline for making application for sabbatical leave shall be sixty (60) days prior to the beginning of the next semester. Sabbatical leave may be granted for at least one (1) school semester or for no more than one (1) year for study. The applicant must furnish one (1) written report per semester to the Board of his/her progress while on sabbatical leave. All applications shall be filed with the Superintendent of Schools within the provisions set forth in this article and final determination of granting of the sabbatical leave shall rest solely with the Board of Education.

D. The Board may grant short term sabbatical leaves to teachers who have their provisional or permanent certifications and for programs to consist of, but not limited to, the following: (1) Institutes whose duration is less than a semester; (2) Workshop program within or outside the school district duration of which extends beyond the normal conference length; (3) Extended study of, and visitation to, another district; (4) Independent research.

E. Application and selection for the short term sabbatical will follow the procedure previously set forth in this article.

F. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Lincoln Park School System for a period of at least one

(1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

A. GENERAL

1. Upon return from any of the following leaves, a teacher shall be assigned to the same position, if available, or to a substantially equivalent position.
2. All teachers returning from a leave of absence shall retain their accrued days authorized by Article 11 A and 11 B accumulated prior to their leave.
3. Any teacher hired to fill an opening left by a teacher on leave of absence will be offered a contract of employment, provided that:
 - (a) The teacher on leave requests a leave for a specific length of time, which will terminate at a regular semester break. Any leave of absence less than a semester in duration may be filled by a substitute on a temporary basis for the remainder of the semester.
 - (b) The contract offered the replacement teacher be for the identical length of time and that the replacement teacher be advised that he/she has no claim to that position or any other position and will be placed on layoff status.
4. A teacher cannot take consecutive unpaid leaves of absence except under extraordinary circumstances as determined by the Board of Education.
5. In the event that a tenured teacher is on an illness or disability leave or care leave, said teacher shall be entitled to the insurance benefits of Article XXIV through August 31st of the contract year in which the leave began.

B. EXCHANGE PROGRAM, CORP, TRAVEL, OR WORK LEAVE

Unless the teacher's departure would be severely detrimental to the district, a leave of absence of one (1) year shall be granted but not more than two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provide said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period, unless such leave shall have been granted for the purpose of a cultural travel or work program.

C. EDUCATIONAL LEAVE

Unless the teacher's departure would be severely detrimental to the district, a leave of absence of one (1) year, but not more than two (2) years may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

D. MILITARY LEAVE

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

E. UNION LEAVE

A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same position on the

salary schedule as they would have been had they taught in the system during such period.

F. PUBLIC SERVICE LEAVE

The Board shall grant a leave of absence without pay for a maximum of four (4) years to any teacher to serve in a public office. If it does not disrupt the school operations, a leave may be granted without pay for a reasonable period of time to campaign for public office.

G. CARE LEAVE

A leave of absence of up to one (1) year shall be granted, subject to proper documentation, to any teacher for the purpose of providing for the care of a member of the employee's or spouse's immediate family or anyone who resides in the household of the employee. The leave may be extended for a period of up to one (1) additional year. Such teacher shall be given experience credit for the time taught prior to the leave on a prorated basis to the next highest half (1/2) year.

H. ILLNESS OR DISABILITY LEAVE

A teacher who is unable to teach because of a personal illness or disability shall, upon written request, be granted a leave of absence without pay for the duration of such illness or disability up to three (3) years. A teacher on leave of absence for sickness shall be given experience credit for the time taught prior to the leave on a prorated basis to the next highest half (1/2) year. Such teacher has the option of exhausting his/her leave day bank prior to such leave. If such teacher does not exhaust all leave days prior to the leave of absence, the remaining leave days will be credited to his/her leave day bank upon his/her return from leave.

I. PERSONAL LEAVE

A leave may be granted to any teacher for a personal reason at the discretion of the Board. Said teacher shall be given experience credit for the time taught prior to the leave on a prorated basis to the next highest half (1/2) year.

ARTICLE XV

ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

B. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XVI

TEACHER EVALUATION

It shall be a major administrative responsibility to assist teachers to become oriented to the District and improve instruction through direct observation, if so required, of the teachers' work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. All administrators involved in observation shall be fully and properly trained in the techniques and criteria to be used in the observation process. A "Teacher Evaluation Committee" composed of representatives of the Board and the Union shall continue to meet not less than one (1) time per year for the life of this agreement. Their purpose for meeting shall be to monitor the process, and evaluate the procedure with the view of improving the process. The instruments, guidelines and procedures, for the evaluation process shall be those established by the "Teacher Evaluation Committee".

A. Probationary teachers shall be evaluated at least three (3) times during the school year.

1. For purposes of evaluation each probationary teacher shall be observed for a minimum of thirty (30) consecutive minutes in person per evaluation by the teacher's building principal, assistant principal, department head, or other full-time administrator assigned by the Superintendent. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Two copies of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter; one (1) to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file, and another evaluation will be conducted if requested by the teacher.

3. A copy of the final written evaluation report will be furnished to the probationary teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore. The teacher shall have the right to process a grievance through the procedure as provided in this Agreement.
 4. A "mentor teacher" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The acceptance of mentoring responsibilities should be voluntary. The "mentor teacher", insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the "mentor teacher" to assist and counsel the probationary teacher. Upon the request of a probationary teacher, said teacher should be assigned a new mentor. The "mentor teacher" shall not be involved in the evaluation of the probationary teacher.
- B. Each Tenure Teacher shall be evaluated at least once yearly.
- (1) The administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) days of the observation or conference.
 - (2) The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations.
 - (3) If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in specific terms as shall an identification of specific ways in which the teacher is to improve, and of assistance to be given by the administration and other staff members.
 - (4) In the case of tenure teachers, all written evaluations may be returned to the teacher per the teacher's request. Less than acceptable evaluations shall be retained by the immediate administrator until such time as improvement takes place.

ARTICLE XVII

PROFESSIONAL BEHAVIOR AND TEACHER PROTECTION

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Union and its membership to define acceptable criteria of their professional behavior. The Union shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Union recognizes that abuses of leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher and the Union in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. The Union will use its best efforts to correct breaches of professional behavior by any teacher.
- D. In cases where personal and educational problems of a teacher are involved, the parties recognize that it is beneficial for the principal and the teacher to exchange their respective views frankly on the subject. When such action is serious enough to be recorded in the form of a written report or when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance, a teacher shall be entitled to have present a representative of the Union. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present.

- E. The Board reserves the right under the statutes and laws of the State of Michigan, including the Michigan Tenure Act, to discipline, reprimand in writing and discharge employees for just and reasonable cause. Any discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluations of teacher performance asserted by the Board or representatives thereof shall be subject to the professional grievance procedures hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Union, unless the teacher specifically requests in writing that such information not be given to the Union.
- F. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file as maintained by the Personnel Department, in the presence of a representative of the Administration, except pre-employment reference information supplied by former employers or other sources. A representative of the Union may be requested to accompany the teacher in such review. It is understood that a pre-arranged appointment for reviewing one's file must be obtained. An appointment within five (5) days of such request will be granted for this purpose.
- G. Each teacher's personnel file shall contain the following minimum items of information: (1) TB report and required medical information, (2) All teacher evaluation reports, (3) Copies of annual contracts, (4) Teacher certificate, (5) Letters of commendation, (6) A transcript of academic record, (7) Tenure recommendation, (8) Record of voluntary extracurricular activities.
- H. Each teacher shall be notified of any addition to his/her file, other than additions he/she has requested, and shall have an opportunity to object in writing to any addition and have such objection attached thereto. No item shall be removed from a teacher's personnel file without the teacher's consent.
- I. Any complaint directed toward a teacher shall be promptly called to the teacher's attention.
- J. Management will take steps to prevent and correct any hostile work environment. Hostile work environment occurs when a supervisor's conduct has the purpose or effect of unreasonably interfering with an individual's work performance or

creating an intimidating, hostile or offensive working environment. It is understood that the Union must demonstrate that the Supervisor's conduct goes beyond what has been established in Article XXIX.

- K. In all cases, the relationship between the administration and the staff will be conducted at a professional and respectful level.

ARTICLE XVIII

TEACHER - TEACHER AIDE RELATIONSHIP

The parties recognize the importance of the relationship between a teacher and a teacher aide and the impact that relationship has on the educational process. To insure the best educational environment, the parties agree that the teacher aide shall work under the direct supervision of the teacher, both of whom shall be under the supervision of the building principal.

ARTICLE XIX

STUDENT DISCIPLINE AND BOARD RESPONSIBILITY

- A. The Board recognizes its responsibility to continue to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever 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 continue to take steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It shall be the responsibility of the Board or its representatives to see that any teacher recognizing discipline problems developing within the classroom will, upon request, receive assistance in developing techniques and materials to improve the situation. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may remove a pupil from any class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. Such removals shall last only until necessary assistance is made available to the teacher, and/or it appears that the pupil can re-enter the room without causing further disruption. Further, evidence from the teacher should be provided the administration relative to his/her effort to modify the antisocial behavior of the student. Such evidence could include, but is not limited to, parental contacts, anecdotal records, consultations with the building principal or counselors, extra help, etc.
- D. When a teacher has one (1) or more pupils in class who constitute serious behavioral problems appropriate recognition shall be given by way of reduced class size.
- E. Any case of assault upon a teacher shall be promptly reported to the principal. No attempt will be made to discourage or coerce any teacher from making such a report. 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, provided, however, that the Board shall not be obligated to provide legal representation in any litigation resulting from such assault.

- F. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, if the Board determines that such teacher has not acted beyond the scope of his/her authority as an agent of the Board.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless a judgment is entered against said teacher with respect to such incident.

ARTICLE XX

REDUCTION IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successors' personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Union and the continued employment of its members in such consolidated district.
- C. Should changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers having the most seniority in the district. The Board will further use their best efforts to assist all teachers so terminated to secure employment in adjacent school districts. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.
- D. Before the Board makes any necessary reduction in personnel and/or major programs, it will first discuss with the Union the effects of such reduction, and give the Union the opportunity to make recommendations relative to such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discarded or laid off (if such criteria are other than those in Section C above) and the re-employment rights of such persons.
- E. No teacher will be laid off unless he/she has been informed of such termination of employment at least sixty (60) days prior to June 30th. Laid off teachers shall inform the Personnel Director and the Union of their desire to return to the District. The Personnel Director will offer available openings to the qualified person with the longest seniority on the list of teachers awaiting reinstatement to active service.

F. A teacher's name will be placed on a list according to seniority. As teaching positions become available for which he/she is qualified, the Personnel Office will use the following procedures to notify the teacher of the available position:

- (1) Telephone contact. Teachers who have been contacted by phone shall have 48 hours in which to accept or reject the position offered. (If not able to reach, then)
- (2) Registered letter to the last known mailing address, with copies sent to the Union. (If not able to reach within ten (10) working days from the date the letter was sent, then)
- (3) Position is considered refused.

If a position is refused for any reason, the position will be offered to the next qualified teacher on the seniority list.

A teacher who refuses a position for which he/she is qualified, has waived his/her right to all positions for that school year. Teachers will be allowed two (2) refusals. A third (3rd) refusal of any full time position offered for which he/she is qualified, will terminate his/her seniority and employment status with the school district.

- G. A laid off teacher will resume his/her seniority and accumulated leave days acquired prior to lay off upon assignment to a contractual position.
- H. It is the responsibility of the laid off teacher to keep the Personnel Office notified of his/her current address and telephone number.
- I. A laid off teacher, upon written application, will be given preference in the hiring of substitute teachers in the District, based upon his/her previous seniority.
- J. Whenever a vacancy in the bargaining unit is posted, the office of the union shall be notified. An interview will be granted, if requested, to any laid off certified teacher from any district where WC-MEA/NEA is the bargaining agent.

ARTICLE XXI

CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, the Union will not authorize, sanction, condone, or acquiesce in any strike as defined in Michigan Public Act 336 of 1974, as amended by Michigan Public Act 379 of 1965. Such proscribed action shall also be deemed to include slow-downs, stoppages, sit-ins, interference of any kind whatsoever with operation at any of the facilities of the Lincoln Park School District, and picketing or demonstration during normal teaching or working hours. It is further provided that if a Union authorized strike is called because the members of a sister local association have been discharged and/or replaced, the Union guarantee of no strike shall not be effective; the school district shall not be required to pay such striking members and the school district does not waive its rights or obligations granted by State Statute.
- B. As soon as the Union learns of any violation of this Agreement, the Union will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union, and the Union shall advise such teachers to return forthwith to their regular duties. The Union shall further take any and all other action reasonably within its power to bring the activity to an end. If the Union takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such activities.
- C. The Board shall have the right to discipline, including discharge, any teacher for taking part in violation of this provision. Prior to taking such action, the Board shall notify the Union of its intentions and may also consult with the Union in connection therewith.
- D. The Board also agrees that it will not knowingly during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relation Act.

ARTICLE XXII

SCHOOL CALENDAR

The attached school calendars (Schedule C) shall become part of this Agreement.

*Calendar

The calendar shall include:

- 183 Teacher Days
- 180 Student Days
- Post Labor Day Start
- Three (3) Weekends and two (2) Weeks (Christmas Holiday)
- Four (4) Day Winter Break (2 work days)
- 1105 Teacher Hours per Year
- 30 Hours of Professional Development per year (23 of those hours count for instruction).

ARTICLE XXIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.

- B. All teachers shall be granted credit on the pay schedule for their years of public school experience in the State of Michigan or any other state in the Union up to five (5) years. The employer may grant additional years of credit for public school experience. It is understood that teachers employed prior to the signing of this agreement shall receive full credit for such experience.

- C. The salary schedule is based upon a normal daily teaching load, as heretofore defined, in accordance with the attached school calendar, during normal teaching hours. Extra curricular work is normally voluntary, but it is recognized that the profession of teaching normally requires additional responsibilities of the teacher beyond the teaching hours which cannot be subject to additional compensation. The Board and the Union encourage such additional voluntary duties and teachers are expected to continue to carry out such professional responsibilities. For extra work of a professional nature which is not voluntary and for certain specified duties, the teacher shall be entitled to appropriate additional professional compensation, at an established professional hourly rate or at the specified rates provided in Schedule B as applicable. The professional hourly rate shall be the teacher's annual salary divided by One Thousand (1000). The teacher shall be paid such established hourly rate or specified rate, as applicable, in addition to his/her base salary, for all time spent before and after the regular school day in such activities as parent-teacher conferences, PTA meetings, supervision of extracurricular activities of students, teacher meetings after established school hours of any day or on Saturdays, Sundays, or holidays, and attendance at any educational or civic functions, but only where participation otherwise prescribed herein, provided, however, that a teacher may be required to attend the following activities without extra compensation: Up to two (2) after-hour functions annually assigned by the Administration, such as open

houses, PTA meetings, dances and concerts, faculty meetings not to exceed one (1) a week to be held on. Faculty meetings will not exceed twenty (20) per year except in those years when North Central preparation is necessary. Such meetings shall not exceed one (1) hour past pupil dismissal time. Agenda should consist of administrative, supervisory and curricular items. It is not the intention of this provision that such meetings are required to be called each week by the administration and they shall be called only when necessary to carry out school functions. All elementary teachers of vocal music, instrumental music and physical education may be required to present no more than two (2) programs per building per school year. Such teachers shall be exempt from attending building staff meetings and all other after school functions as outlined in the master agreement, except that they will be required to attend at least five (5) system-wide meetings per their subject area as directed by the administration. In no case will a teacher be required to make more than six (6) presentations per school year.

- D. Teachers instructing classes in elementary or secondary before or after the normal student day will be paid according to the Adult Education rate as shown in Schedule B.
- E. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of the beginning of each semester following the completion of required academic or professional courses. (See graduate hour provisions.)
- F. Compensation for extension of normal employment will be prorated on the basis of the current contract to the teacher. The proration will be calculated by dividing the teachers annual salary by the number of teacher work days in the current school year. Such earnings shall be paid at the next regularly scheduled pay period following completion of the work and will not be allocated through the ordinary contracts signed by the teachers.
- G. A teacher who is not employed the full school year will receive a proportion of his/her annual salary. Such proportion will be determined by comparing the days the employee actually worked (including used, earned leave days) to the total working days in the school year.

H. It is understood that employees will accept the responsibilities for instructional time mandated by the State of Michigan so that the School District will receive it's full per Pupil Foundation Grant. The employees will also accept the responsibility for the minimum Professional Development Time mandated by the State of Michigan. The acceptance indicated in this provision is without additional compensation other than that provided in Schedule A. It is further understood that Article IV, Teaching Hours, and Article XXII, School Calendars reflect the parties belief that for the duration of the contract these mandates are met. If this time is inadequate, the parties shall meet and make adjustments which would meet the mandates. Likewise if the time contracted is in excess of these mandates, the parties will meet and reduce the contracted time. This reduction will be in days of instruction whenever possible.

ARTICLE XXIV

INSURANCE PROTECTION

The Board agrees to furnish all teachers the following insurance protection for the duration of this contract.

- A. The Board shall provide group life insurance protection in the amount of \$40,000, that will be paid to the teacher's designated beneficiary. The insurance protection will pay double the specified amount in the event of accidental death.
- B. The Board shall provide Blue Cross/Blue Shield MVF-2 (Master Medical Option IV) health care protection \$100/\$200 deductible. A prescription drug rider serviced by Express Scripts or another carrier (\$5.00 generic, \$5.00 Dispense as Written (DAW) or if no generic is available, \$10.00 if member chooses name brand and there is a generic available), Voluntary Sterilization Rider, and FAE-RC Rider, for each member of the bargaining unit and his/her eligible dependents.
- C. The Board shall provide a dental insurance program MESSA Delta Dental Plan of Michigan, Plan E with Orthodontic Rider 04 or a dental insurance plan equivalent thereto for each member of the bargaining unit and his/her eligible dependents.
- D. The Board shall provide a vision care plan, MESSA Intermediate Plan or vision insurance plan equivalent thereto, for each member of the bargaining unit and his/her eligible dependents.
- E. Teachers who have health insurance protection through their spouse's employer, at the teacher's option, may apply the equivalent of an individual teacher's premium for the coverage provided in sections B hereof toward other MEA insurance and protection plans or said teacher may choose to receive an annuity of one hundred dollars (\$100.00) per month (September through August) provided through any agent which has been approved by the employer as of September 1, 1997. The Board shall adopt and file the appropriate documents to provide this benefit (TSA) under a section 125 plan. A flexible spending account administered by Admin-PRO or Employer chosen program with the employer paying the cost, will be available to employees who enroll and contribute a minimum of \$525 to a maximum of \$5000 annually.

- F. In the event that a tenure teacher, absent because of illness or injury has exhausted his/her accrued leave days, the above mentioned benefits shall continue through August 31 next.
- G. Every teacher shall have the option to participate in other MEA insurance programs, with payroll deduction privileges.
- H. The Board will continue to pay premiums on the insurance provided herein during negotiations for a new Agreement, even though this Agreement may have expired. No premiums are to be paid after Labor Day if teachers are engaged in a work stoppage.
- I. The Board agrees that it will secure liability insurance, if such insurance is available, to protect teachers who by the nature of their jobs are required to deal with students outside their classrooms (i.e., transporting special education students).
- J. The Employer shall provide the aforementioned insurance protection beginning with the first day of employment or immediately upon return from any leave. Termination of the protection shall be subject to the following guidelines.
 - (1) Upon being granted a leave of absence other than medical or sabbatical, employee benefits shall continue for not less than thirty (30) days.
 - (2) Upon the death of an employee, insurance benefits shall continue for the surviving spouse or dependent family for a period of not less than ninety (90) days, providing such coverage is available from the insurance carrier.
 - (3) Upon resignation, termination of insurance benefits shall be effective at the end of the month in which the resignation is tendered unless the resignation comes at the end of the school year, in which case the termination shall be effective September 1, of that year.
- K. Teachers on leaves of absence shall be permitted to pay regular contributions to all plans requiring such contributions. The Employer agrees to recommend to the

Public School Employees Retirement that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.

L. A flexible spending account (125 Plan) shall be provided:

- Employer chosen program
- Employer paid costs
- Employee enrollment \$525.00 Minimum - \$5000.00 Maximum

ARTICLE XXV

STUDENT TEACHING ASSIGNMENTS

In order to provide for the best student teaching experience, acceptance of a student teacher shall be voluntary on the part of the supervising teacher and shall be based on the following guidelines:

1. Supervising teachers will have tenure and a permanent or continuing certificate.
2. An annual pool of volunteers will be developed from a general invitation to the teaching staff. Said pool shall be given to the Union.
3. Supervising teachers will be selected from the annual pool on a rotating basis, within grade level or department as requested by the University and/or student teacher. Seniority will be considered. The Union shall be informed of the placement of all student teachers.

ARTICLE XXVI

PROFESSIONAL STUDY COMMITTEES PROFESSIONAL STAFF DEVELOPMENT

- A. The Administration and Local Association may establish joint professional study committees as needed by mutual consent. Committees will be composed of representatives selected by the Board and Local Association. Individuals holding committee membership prior to the signing of this contract shall remain in their positions if they so desire. Committee membership beginning with the signing of this contract shall be limited to one committee per school year. However, individuals may serve on more than one committee if there is a need and others within the building do not serve. In the event the Local Association declines to participate in a Study Committee, the Administration retains the right to establish such groups.
- B. The purpose of such committees shall be to investigate areas and topics relating to the improvement of education in Lincoln Park, and recommendations made by such committees shall be considered by the Board in making its policy decisions in such matters. The Assistant Superintendent to the Superintendent will meet with representatives of the Local Association, at their request. Such meetings will not exceed one (1) per month without mutual consent and will be held at times mutually agreeable to the parties.
- C. A committee, composed equally of members appointed by the Superintendent and by the Union, will be established to review the programs and resources of the school district for the purpose of making recommendations for reinstatement of programs throughout all levels of the School District. The Union recognizes that the Board of Education has the final authority and will make the final decision regarding implementation of the committee's recommendations. It is understood by both parties that the committee referred to in this section is not on-going but will meet when reinstatement of programs is being considered.

- D. The parties agree that the Board may continue to utilize its administrative means, including the involvement of teachers, to study the areas and topics set forth above.
- E. The clerical expense of such committees shall be borne by the Board.
- F. In recognition of the rapidly expanding fields of knowledge in social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of three (3) elementary teachers and three (3) secondary teachers appointed by the Local Association and three (3) persons appointed by the Administration.
- G. The In-Service Education Committee shall be responsible for the planning of the In-Service Education for all professional teaching personnel. In-Service may be planned by the Administration if the Union agrees that the In-Service Education Committee need not be consulted. State mandated or legally binding In-Service can be handled by management.

ARTICLE XXVII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher or the Union, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the designated representative of the Employer. Any teacher or the Union having such a grievance shall bring the matter to the attention of said designated representative not later than twenty (20) working school days after the existence of the alleged grievance is, or reasonably should have been, known. 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. It is understood that only the Union may forward a grievance to the Superintendent's level or beyond.
- B. Within five (5) working days of receipt of the grievance the designated representative of the Board shall meet with the Union in an effort to resolve the grievance. If the meeting is with the school principal and the parties cannot agree, the grievance shall, within five (5) working school days, be transmitted by the Union to the Superintendent who shall have five (5) working school days thereafter to approve or disapprove it. If the grievance is transmitted directly to the Superintendent, he/she shall have ten (10) working school days from receipt to approve or disapprove it. The Superintendent may require the Assistant Superintendent for Personnel to act for him/her; if such occurs, the time limits of the provision are binding on that individual and his/her decision is the decision of the Superintendent.
- C. If the Union indicates its dissatisfaction with the Superintendent's decision, in writing, within thirty (30) days of said decision, the grievance may be submitted to arbitration before the American Arbitration Association in accord with its rules which shall otherwise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- D. The cost of any arbitration under this Article shall be shared equally by the Board and the Union.

- E. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedures herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure.

ARTICLE XXVIII

NEGOTIATION PROCEDURE

- A. It is contemplated that the matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be altered or increased without prior negotiation with the Union.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- C. Representatives of the Board and representatives of the Union will meet within seven (7) days after the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be

subject to ratification by the Board and the Union; provided, that the representatives of the Union shall be empowered to effect temporary accommodations to resolve special problems.

- D. Between March 1st and March 15th of the year of expiration of the Agreement, the parties shall initiate negotiation for the purpose of entering into a successor Agreement.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the representatives shall attach their signatures to the final Agreement as quickly as possible.
- F. There shall be three (3) signed copies for purposes of record, one (1) retained by the Board, one (1) by the Union, and (1) by the Superintendent.
- G. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.

ARTICLE XXIX

RIGHTS OF THE BOARD

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Lincoln Park School District and its professional staff, to determine and administer educational policy, to operate the schools and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or in the Superintendent under governing law, ordinances, rules and regulations as set forth in the Constitution and laws of the State of Michigan and of the United States.

ARTICLE XXX

COUNSELORS

- A. Requirements for counselors shall not be made retroactive to initial employment as a counselor. After a counselor is contracted for, the requirements shall not be increased, unless specifically required for North Central accreditation. Further, a counselor shall be given a reasonable period of time to meet such requirements. Counselors who are hired shall meet North Central requirements and have at least one (1) year of successful work with adolescents.
- B. Any time spent in counseling before regular school starts in the Fall and after school is out in the Spring shall be considered a part of the counseling program and not as an extra-compensatory position.
- C. There shall be at least one (1) full-time clerk for the High School Counseling Department, within the limitation of available funds.
- D. Counselors shall be free from;
 - (1) Serving as a substitute teacher.
 - (2) Administering discipline.
 - (3) Clerical duties, to the fullest extent possible.
- E. A joint study will be made by the Board and the Association regarding the feasibility of relieving counselors of attendance record-keeping.
- F. Counselors will be provided relief and preparation time equal to other teachers at their level.

ARTICLE XXXI

SENIORITY

Seniority provisions - The seniority date and ranking for those teachers hired before November 30, 2000 will be established through a list effective that date. That list shall be based on the methods used to establish seniority previously. Such list is subject to adjustment as provided for elsewhere in this contract. This provision is not intended to prohibit a teacher from challenging the accuracy of his/her seniority date or ranking.

- A. Seniority is defined as the contractual service in Lincoln Park, starting with the actual first date of employment or re-employment.
- B. Adjustments (reductions) to seniority are made for unpaid leaves exceeding ten working days, time on layoff, job sharing, or part time employment.
- C. Tie Breakers (after seniority has been adjusted):
 - 1. First tie breaker - In the event that two or more teachers still have the same seniority date, then the teacher with the earliest application date and time shall be determined to have the highest ranking.
 - 2. Second tie breaker - In the event that two or more teachers are still tied, ranking shall be determined by a joint union/management conducted lottery.
- D. The Personnel Office will regularly (at least yearly or more often if needed) revise the seniority list including those on layoff or leave. Sufficient copies of said list shall be made available to the union in such numbers so as to provide for posting in all buildings. The employer shall notify by mail those on layoff or leave of the availability of the new list.

ARTICLE XXXII

JOB SHARING

- A. Teachers may volunteer to participate in Job Sharing.

Job sharing is two (2) teachers dividing a full time teaching position into various combinations of the work day or week.

Teachers participating in fifty (50) percent Job Sharing shall receive half (1/2) their contract rate had they been teaching full-time. In addition to the contracted salary, these teachers shall be permitted to apply half (1/2) the cost of their full-time equated benefits toward the purchase of fringe benefits offered to all teachers. The half (1/2) ration applies to participants of the program who are teaching fifty (50) percent of the time. Staff teaching less than fifty (50) percent shall receive salary and benefits equivalent to the same ratio as their teaching assignment is to a full-time position, i.e. a two hour assignment at the high school is equivalent to $\frac{2}{5}$ salary and benefit costs.

Job sharing teachers shall be awarded half (1/2) the number of leave days afforded full-time teachers. Whenever a job sharing teacher is absent, a half (1/2) shall be deducted from the accumulated days of the teacher. A bonus equivalent of half (1/2) the number of days given to full-time teachers who use six (6) or less shall be given to the job sharing teachers.

Job sharing teachers shall accumulate seniority at half (1/2) the rate had they taught full-time during the time they are in the program.

- B. Job Sharing Teachers must commit to one year involvement in the Program. They may return to a full-time position after one year in accordance with their district seniority. Participating teachers sharing the same full-time position must mutually agree to the assignment.
- C. A committee composed of an equal number of union and administration representatives shall monitor the program and make recommendations.

ARTICLE XXXIII

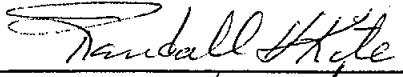
DURATION AND EFFECT OF AGREEMENT

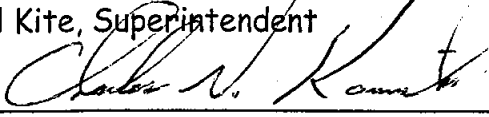
- A. Any individual contract between the Board and in individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of this 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 application shall continue in full force and effect.
- D. Copies of this Agreement titled, "Professional Agreement Between the Board of Education of the School District of City of Lincoln Park and the Wayne County-MEA/NEA, M.E.A.-N.E.A.," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board.

This Agreement shall be effective as of August 15, 2004 and shall continue in effect until the 14th day of August, 2006. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

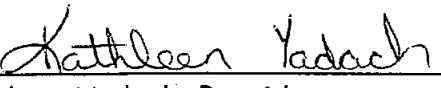
IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

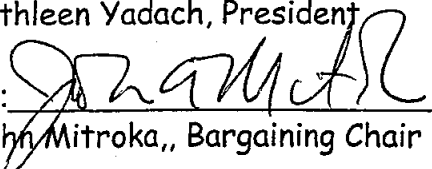
BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF LINCOLN PARK

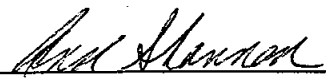
By: 
Randall Kite, Superintendent

By: 
Charles Kaminski, President

WAYNE COUNTY - MEA/NEA

By: 
Kathleen Yadach, President

By: 
John Mitroka, Bargaining Chair

By: 
Ann Shannon, LPEA President

By: 
Karen Cline, District Negotiator

2004-05 TEACHER SALARY SCHEDULE.

Exp.	BA	BA+15	BA+30	MA	MA+15	MA+30	SPEC	MA+45	MA+60	DR.
0	41,022	43,046	44,081	45,478	47,253	49,032	51,374	53,149	55,336	57,513
0.5	41,962	43,997	45,019	46,706	48,105	49,885	52,846	54,626	56,808	58,986
1	42,925	44,969	47,014	47,947	49,730	51,506	54,325	56,109	58,292	60,474
1.5	43,930	45,969	48,003	49,529	51,309	53,088	56,441	58,252	60,334	62,608
2	44,969	47,013	49,043	51,162	52,916	54,699	58,646	60,421	62,603	64,783
2.5	46,011	48,060	50,091	52,414	54,170	55,951	60,144	61,921	64,102	66,278
3	47,060	49,100	51,140	53,650	55,412	57,516	61,630	63,455	65,592	67,767
3.5	48,157	50,181	52,229	54,909	56,665	58,444	63,125	64,908	67,082	69,270
4	49,251	51,285	53,323	56,169	57,938	59,718	64,247	66,416	68,577	70,778
4.5	50,371	52,413	54,453	57,406	59,162	60,938	66,145	67,923	70,102	72,288
5	51,517	53,553	55,590	58,728	60,483	62,264	67,671	69,452	71,632	73,821
5.5	52,656	54,701	56,742	60,022	61,787	63,565	69,203	70,978	75,342	75,282
6	53,781	55,819	57,862	61,325	63,088	64,863	70,736	72,516	76,412	77,342
6.5	55,283	57,322	59,364	63,259	65,019	66,796	71,764	74,236	76,876	78,601
7	56,818	58,859	60,889	65,171	66,949	68,726	74,159	75,938	78,117	80,280
7.5	58,924	60,972	63,003	67,797	69,576	71,345	76,048	77,827	79,991	82,138
8	61,042	63,081	65,130	70,450	72,226	74,005	79,132	79,736	81,884	84,033
8.5	63,649	65,890	68,102	73,440	75,225	77,169	80,536	82,436	84,587	86,736
9	66,984	69,253	71,306	78,793	80,104	81,402	82,916	84,633	86,456	88,275

2005-06 TEACHER SALARY SCHEDULE

Exp.	BA	BA+15	BA+30	MA	MA+15	MA+30	SPEC	MA+45	MA+60	DR.
0	41,678	43,735	44,786	46,206	48,009	49,817	52,196	53,999	56,221	58,433
0.5	42,633	44,701	45,739	47,453	48,875	50,683	53,692	55,500	57,717	59,930
1	43,612	45,689	47,766	48,714	50,526	52,330	55,194	57,007	59,225	61,442
1.5	44,633	46,705	48,771	50,321	52,130	53,937	57,344	59,184	61,299	63,610
2	45,689	47,765	49,828	51,981	53,763	55,574	59,584	61,388	63,605	65,820
2.5	46,747	48,829	50,892	53,253	55,037	56,846	61,106	62,912	65,128	67,338
3	47,813	49,886	51,958	54,508	56,299	58,346	62,616	64,470	66,641	68,851
3.5	48,928	50,984	53,065	55,788	57,572	59,379	64,135	65,947	68,155	70,378
4	50,039	52,106	54,176	57,068	58,865	60,673	65,458	67,479	69,674	71,910
4.5	51,177	53,252	55,324	58,325	60,109	61,913	67,203	69,010	71,224	73,445
5	52,341	54,410	56,479	59,668	61,451	63,260	68,754	70,563	72,778	75,002
5.5	53,499	55,576	57,650	60,982	62,776	64,582	70,310	72,114	76,547	76,487
6	54,642	56,712	58,788	62,306	64,097	65,901	71,868	73,676	77,635	78,579
6.5	56,168	58,239	60,314	64,271	66,059	67,865	72,912	75,424	78,106	79,859
7	57,727	59,801	61,863	66,214	68,020	69,826	75,346	77,153	79,367	81,541
7.5	59,867	61,948	64,011	68,882	70,689	72,487	77,265	79,072	81,252	83,399
8	62,019	64,090	66,172	71,577	73,382	75,189	79,241	80,997	83,145	85,294
8.5	64,667	66,944	69,192	74,615	76,429	78,404	81,797	83,697	85,848	87,997
9	68,056	70,361	72,447	80,054	81,365	82,663	84,177	85,894	87,717	89,536

SCHEDULE A

GRADUATE HOUR PROVISIONS

- A. All semester hours earned (graduate and undergraduate) after provisional certification may be counted for the BA+15 column.
- B. All semester hours beyond the BA+15 compensation column must be graduate hours towards an advanced degree taken at a degree granting university. The recipient must be working on an advanced degree and be so recognized by the university. Upon filing for compensation under one of the advanced pay columns, the teacher will supply both an official transcript and, if necessary, a letter from the university stating that he/she is a graduate student in good standing on an advanced degree program.

Such notification must be made by filling out the necessary form on or before the 4th Friday of each semester to make advancement effective for that semester.

Hours toward a second MA shall qualify for reimbursement under the MA+15 Schedule. A second MA shall qualify an individual for reimbursement on the MA+30 schedule effective with the 1989-90 school year. However, it is expressly understood that there is no pay for a third MA or hours toward same.

- C. Any hours both earned and reported before September 1, 1960 (i.e. hours presently being paid for) shall be counted in the appropriate column even though they do not meet the specifications outlined in B above.

SCHEDULE B
EXTRA COMPENSATORY POSITIONS

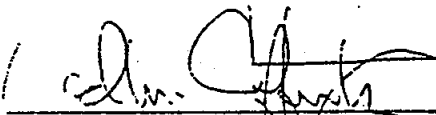
SPORT	POSITION	SEASON	2003-04	2004-05	2005-06
Boys Baseball	Middle School	Spring	2,683	2,723	2,767
Boys Baseball	Junior Varsity	Spring	3165	3,212	3,264
Boys Baseball	Varsity	Spring	4171	4,234	4,301
Girls Basketball	7th Grade	Fall	2683	2,723	2,767
Boys Basketball	7th Grade	Winter	2683	2,723	2,767
Girls Basketball	8th Grade	Fall	2683	2,723	2,767
Boys Basketball	8th Grade	Winter	2683	2,723	2,767
Girls Basketball	9th Grade	Fall	2683	2,723	2,767
Boys Basketball	9th Grade	Winter	2683	2,723	2,767
Girls Basketball	Junior Varsity	Fall	3165	3,212	3,264
Boys Basketball	Junior Varsity	Winter	3165	3,212	3,264
Girls Basketball	Varsity	Fall	4171	4,234	4,301
Boys Basketball	Varsity	Winter	4171	4,234	4,301
Girls Cheerleading	Junior Varsity	Fall	1383	1,404	1,426
Girls Cheerleading	Middle School	Fall	1383	1,404	1,426
Girls Cheerleading	Varsity	Fall	1820	1,847	1,877
Boys Cross Country	Varsity	Fall	2805	2,847	2,893
Girls Cross Country	Varsity	Fall	2805	2,847	2,893
Girls Diving	Varsity	Fall	1000	1,015	1,031
Boys Diving	Varsity	Winter	1000	1,015	1,031
Boys Football	7th Grade	Fall	2683	2,723	2,767
Boys Football	8th Grade	Fall	2683	2,723	2,767
Boys Football	9th Grade	Fall	2683	2,723	2,767
Boys Football	Asst. Varsity	Fall	3165	3,212	3,264
Boys Football	Junior Varsity	Fall	3165	3,212	3,264
Boys Football	Varsity	Fall	4326	4,391	4,461
Boys Golf	Varsity	Fall	3165	3,212	3,264
Girls Golf	Varsity	Spring	3165	3,212	3,264
Boys Hockey	Asst. Varsity	Winter	2656	2,696	2,739
Boys Hockey	Varsity	Winter	3873	3,931	3,994
Boys Soccer	Varsity	Fall	3319	3,369	3,423
Girls Soccer	Varsity	Winter	3319	3,369	3,423
Girls Softball	Middle School	Spring	2683	2,723	2,767
Girls Softball	Junior Varsity	Spring	3165	3,212	3,264
Girls Softball	Varsity	Spring	4171	4,234	4,301
Co-ed Swimming	Middle School	Winter	2683	2,723	2,767
Girls Swimming	Varsity	Fall	3754	3,810	3,871
Boys Swimming	Varsity	Winter	3754	3,810	3,871
Boys Tennis	Varsity	Spring	3345	3,395	3,449
Girls Tennis	Varsity	Fall	3345	3,395	3,449
Boys Track	Asst. Varsity	Spring	3165	3,212	3,264
Girls Track	Asst. Varsity	Spring	3165	3,212	3,264
Boys Track	Middle School	Spring	2683	2,723	2,767
Girls Track	Middle School	Spring	2683	2,723	2,767
Boys Track	Varsity	Spring	4021	4,081	4,147
Girls Track	Varsity	Spring	4021	4,081	4,147
Girls Volleyball	7th Grade	Winter	2683	2,723	2,767
Girls Volleyball	8th Grade	Winter	2683	2,723	2,767
Girls Volleyball	9th Grade	Winter	2683	2,723	2,767
Girls Volleyball	Junior Varsity	Winter	3165	3,212	3,264
Girls Volleyball	Varsity	Winter	4021	4,081	4,147

**SCHEDULE B
EXTRA COMPENSATORY POSITIONS**

SPORT	POSITION	SEASON	2003-04	2004-05	2005-06
Boys Wrestling	Middle School	Winter	2683	2,723	2,767
Boys Wrestling	Asst. Varsity	Winter	3103	3,150	3,200
Boys Wrestling	Junior Varsity	Winter	2683	2,723	2,767
Boys Wrestling	Varsity	Winter	4021	4,081	4,147
POSITION			2003-04	2004-05	2005-06
Academic Coach	Yearly		1442	1,464	1,487
Band Director	Yearly		2726	3,882	3,944
Coord. Of Student Activities	Yearly		2232	2,265	2,302
Drama Coach +10 release days	Yearly		2262	2,296	2,333
Multi Bldg Teacher (in lieu of mileage)	Yearly		991	1,006	1,022
Elementary Split Classes	Yearly		2183	2,216	2,251
Class Sponsor 9th Grade	Yearly		1341	1,361	1,383
Class Sponsor 10th Grade	Yearly		1341	1,361	1,383
Class Sponsor 11th Grade	Yearly		1341	1,361	1,383
Class Sponsor 12th Grade	Yearly		2683	2,723	2,767
National Honor Society Sponsors	Yearly		497	504	513
Safety Patrol Sponsor	Yearly		414	420	427
Service Squad Sponsor	Yearly		414	420	427
Vocal Director	Yearly		2262	2,296	2,333
Yearbook	Yearly		2726	2,767	2,811
Adult Education	Hourly		27.10	27.51	27.95
Driver Education	Hourly		27.10	27.51	27.95
Printing	Hourly		27.10	27.51	27.95
Summer School	Hourly		27.10	27.51	27.95
Mileage	per mile		0.346	0.35	0.36
High School Dept. Chair Person	SEM		7416	7527	7647
High School Split Class	Sem			200	203

Job Sharing Guidelines

1. Participants' jobs are protected for the first two years of participation (i.e. Both participants may return to their former positions whether occupied or not). After two years, only the occupied position is protected.
2. When the teacher not holding a protected position elects to return to full-time work, he/she will be allowed to return to a full-time position in accordance with their district seniority, and area of specialization as determined by their former position before job sharing (i. e. Low person in area of specialization in district, not building, loses job). A job sharing teacher is not displaced, but has the rights of a teacher requesting a transfer.
3. Job sharing shall not be used to gain employment when more seniored teachers are laid off.
4. If a job sharing team member leaves before the end of the school year, the other team member may teach the shared position full-time. If he/she does not wish to teach full-time, a substitute will be hired to fill the vacated shared position.
5. If a job sharing team member leaves before the beginning of the school year, the vacated shared position shall be offered to the next applicant. If no applicants take the position, the remaining team member must teach the position full-time or take a leave of absence.
6. Job sharing teachers must reapply each year.



Lincoln Park Board of Education

Date: 4/18/96



Wayne County MEA / NEA

Date: 4-18-96

Letter of Understanding

Pilot Program: Optional Compensation for Class Size Over Thirty-one (31) [K-7]

IT IS UNDERSTOOD that:

1. This pilot program is of one (1) year duration.
2. Teachers with a class size of more than thirty-one (31) students will be given the option of choosing monetary compensation in the amount of Five Dollars and Fifty Cents (\$5.50) per day per student up to and including the thirty-fourth (34th) student, or of choosing a half-time classroom aide.
3. Once a teacher has chosen her/his option, such option will remain in effect for the duration of the school year.
4. Once a class size reaches thirty-five (35) students, one of the four following options will go into effect:
 - A. Parents will be counseled to have their child attend a different school where the class size is lower (this option may involve new or currently enrolled students).
 - B. An additional teacher will be hired.
 - C. A full-time classroom aide will be hired.
 - D. A split class will be created.
5. Students entering a building will be equally distributed among teachers per grade level.
6. Payment to teachers for class sizes between thirty-two (32) and thirty-four (34) will be made at the end of the first semester and at the end of the year. Where students are not self-contained, the aide or the compensation would be split among grade level teachers involved.
7. Any teacher who has had thirty-two (32) to thirty-four (34) students in her/his classroom at any point since the beginning of the 1996-97 school year will be paid retroactively for those students.

SICK BANK GUIDELINES AND PROCEDURES

The LPEA Sick Bank is established for extended continuous absence due to serious personal illness or disability of the employee.

1. Written application shall be made to the Sick Bank Committee. Request forms will be available through the Personnel Office.
2. When applying for sick bank usage, it is the responsibility of the employee to provide the Sick Bank Committee with a physician's statement containing a diagnosis, a statement of inability to work from the physician and an anticipated date of return.
3. No applications will be considered for the purpose of elective surgical procedures that could, without danger to the patient, be postponed to a time when school is not in session.
4. The primary determining factor for granting sick bank days shall be the illness or disability. Other factors which may be considered will be the accumulation of personal leave days and seniority.
5. The Sick Bank Committee may review each case if additional information arises. All committee decisions shall be in writing with a copy sent to all persons involved.
6. A second doctor's opinion may be required by the Sick Bank Committee after sixty (60) calendar days.
7. If the sick bank is exhausted in any one year, no applications shall be accepted until the following year.
8. The maximum number of sick bank days allowed per applicant per school year shall be ninety (90) days.
9. Disabilities covered under Workers' Compensation are not covered by the sick bank.
10. The committee will give written communication to the Business Office and Personnel Office regarding the number of days granted to individuals from the Sick Bank.

Donald Harris
President
Charles Kaminski
Vice President

Charles Higgins
Secretary

John Laidler
Treasurer

Michael Barnikowski
James Hopkins
Robert O'Brien
Trustees

LINCOLN PARK PUBLIC SCHOOLS

1545 Southfield Road, Lincoln Park, MI 48146

Phone (313) 389 - 0200

fax (313) 389 -1322

February 8, 1999

Randall H. Kite
Superintendent
James L. Dyson
Ass't Superintendent,
Instruction
Ted M. Cafferty
Ass't Superintendent,
Personnel
Kay E. Greene
Ass't Superintendent,
Finance

Memorandum of Understanding

It is agreed that beginning with the 1999-2000 school year the Lincoln Park Schools will provide teachers with the option of either a twenty-six (26) week pay schedule or a twenty-one (21) week pay schedule. It is understood that only the twenty-one (21) week pay schedule will retain the current one-week pay arrangements in September.

Application for the twenty-six (26) week pay schedule option must be completed and turned in no later than July 1, 1999. The business office will provide forms for this application.


For the Lincoln Park Schools
Superintendent Randall H. Kite


For the Wayne County MEA/NEA
Uniserve Director George Trudell

Letter of Agreement

The following schedule has been mutually agreed upon through the negotiation process by Union and Management.

This schedule for Hamilton is in effect for the 2004-2005 school year.

1) Monday – Thursday:

8:30 – 9:00	Student Success
9:00 – 10:45	Workshop I*
10:45 – 11:15	Student Lunch (teacher duty)
11:15 – 1:00	Workshop II*
1:00 – 2:45	Workshop III*
2:45 – 3:20	Student Success

2) Friday:	8:30 – 9:00	Student Success
	9:00 – 10:15	Workshop I*
	10:15 – 11:30	Workshop II*
	11:30 – 12:45	Workshop III*
	12:45 – 1:00	Student Success
	1:00 – 1:30	Teacher's Lunch
	1:30 – 2:00	Prep
	2:00 – 3:00	Friday Program
	3:00 – 3:20	Prep

* A rotation between one of these three:

- Math/Sci Prep | Eng/Soc.Stud. | Survival/Total Wellness
- Math/Sci | Eng/Soc. Stud. | Survival/Total Wellness Prep
- Math/Sci | Eng/ Soc. Stud. Prep | Survival/Total Wellness

3) Teachers' lunch, (Monday – Thursday), is scheduled in with their prep time. The 1 hour and 45 minutes allotted as prep time is broken down into 30 minutes for lunch and 75 minutes of prep time. The teacher's lunch is to follow current contract language in that it is to be an uninterrupted block of time.

4) Management agrees not to alter this schedule for the full school year of 2004 – 2005 unless the change is mutually agreed upon between management and the union, after consulting with the staff.

5) Scheduling for the 2005-2006 school year will continue in the bargaining process.

For Lincoln Park Schools

For Wayne County MEA/NEA

Date: _____

Date: _____



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