

ARTICLE 13: SABBATICAL LEAVE

- 13.100 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.
- 13.200 A teacher, upon returning from a sabbatical leave shall be placed at the same position on the salary schedule as if he/she had taught in the district during such period.
- 13.300 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.
- 13.400 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:
- Institutes whose duration is less than a semester
 - Workshop program within or outside the school district duration of which extends beyond the normal conference length
 - Extended study of, and visitation to, another district
 - Independent research
- 13.500 Application and selection for the short term sabbatical will follow the procedure previously set forth in this Article.
- 13.600 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 14: UNPAID LEAVES OF ABSENCE

14.100 GENERAL

14.110 All teachers returning from a leave of absence shall retain their accrued days authorized by Sections 11.100 and 11.200 accumulated prior to their leave.

14.120 Any teacher hired to fill an opening left by a teacher on leave of absence will be offered a contract of employment, provided that:

14.121 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.

14.122 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.

14.130 A teacher cannot take consecutive unpaid leaves of absence except under extraordinary circumstances as determined by the Board of Education.

14.140 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 23 through August 31st of the contract year in which the leave began.

14.200 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; 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, unless such leave shall have been granted for the purpose of a cultural travel or work program.

14.300 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.

14.400 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.

14.500 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.

14.600 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.

14.700 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.

14.800 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 two (2) years. A teacher may be granted an additional year's leave time at the discretion of the Superintendent. 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.

14.900 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 15: ACADEMIC FREEDOM

- 15.100 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.
- 15.200 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 16: PROFESSIONAL BEHAVIOR AND TEACHER PROTECTION

16.100 PROFESSIONAL BEHAVIOR

16.110 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.

16.120 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.

16.130 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 Union will use its best efforts to correct breaches of professional behavior by any teacher.

16.140 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. All information forming the basis for disciplinary action will be made available to the Union, unless the teacher specifically requests in writing that such information not be given to the Union.

16.150 Teachers dress shall reflect an acceptable standard of teaching attire.

16.200 PERSONNEL FILES

16.210 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. Requests to review the personnel file are subject to the provisions of Section 3 of the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978).

16.220 The content of each teacher's personnel file shall be in accordance with the definition of "personnel file" in Section 1(2)(c)(i-viii) of the Bullard-Plawecki Employee Right to Know Act. Examples of items in a teacher's personnel file include, but are not limited to, teacher evaluations, copies of annual contracts, teaching certificates, tenure recommendations, record of assignments, and transcripts.

16.230 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, subject to the provisions of Section 5 of the Bullard-Plawecki Employee Right to Know Act.

16.300 TEACHER PROTECTION

16.310 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 28.

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

ARTICLE 17: TEACHER - TEACHER AIDE RELATIONSHIP

17.100 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 18: STUDENT DISCIPLINE AND BOARD RESPONSIBILITY

- 18.100 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.
- 18.200 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.
- 18.300 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 shall be provided to 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.
- 18.400 When assigning students to classes, administrators will give consideration to the placement of students with serious behavioral problems.
- 18.500 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.
- 18.600 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.

18.700 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 19: ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

- 19.100 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.
- 19.200 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.

ARTICLE 20: CONTINUITY OF OPERATIONS

- 20.100 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. 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.
- 20.200 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.
- 20.300 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.
- 20.400 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 21: SCHOOL CALENDAR

21.100 The attached school calendars shall become part of this Agreement.

21.200 The calendar shall include for the 2014-15 and 2015-16 school years:

- 183 Teacher Days
- 176 Student Days
- Three (3) Weekends and two (2) Weeks (Christmas Holiday)
- Three (3) Day Winter Break (1 work day)
- 1,105 Teacher Hours per Year
- 30 Hours of Professional Development per year (23 of those hours count for instruction)

ARTICLE 22: PROFESSIONAL COMPENSATION

- 22.100 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.
- 22.200 The district may grant credit on the pay schedule for years of public school experience in the State of Michigan or any other state in the union. The district also retains the right to hire teachers with public school experience and start them at the base salary of their said degree.
- 22.300 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.
- 22.310 Extracurricular 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.
- 22.320 The Board and the Union encourage such additional voluntary duties and teachers are expected to continue to carry out such professional responsibilities.
- 22.330 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 (1,000). 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 Tuesdays.

- 22.340 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. Agendas 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.
- 22.350 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.
- 22.360 In no case will a teacher be required to make more than six (6) presentations per school year.
- 22.400 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.
- 22.500 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.)
- 22.600 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 teacher's 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.
- 22.700 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.

22.800 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 4, Teaching Hours, and Article 21, 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 23: INSURANCE PROTECTION

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

23.110 The Board shall provide group life insurance protection in the amount of \$40,000, which will be paid to the teacher's designated beneficiary. The insurance protection will pay double the specified amount in the event of accidental death.

23.120 The Board shall provide health, dental and vision insurance for each employee of the bargaining unit and his/her eligible dependents.

Each employee choosing insurance coverage shall have the choice of one of the following three options:

OPTION 1

- NGS SF Plan
- \$2,000/\$4,000 deductible
- \$20/\$25/\$50 OV/UC/ER
- \$2/\$4/\$10/\$20/\$40/\$60 MOPD-2X Rx co-pay

OPTION 2

- NGS SF Plan
- \$1,000/\$2,000 deductible
- \$20/\$25/\$50 OV/UC/ER
- \$2/\$4/\$10/\$20/\$40/\$60 MOPD-2X Rx co-pay

OPTION 3

- NGS SF Plan
- no deductible
- \$10/\$10/\$50 OV/UC/ER
- \$10/\$20 MOPD-2X Rx co-pay

23.130 The Board shall provide a dental insurance program, Blue Cross Blue Shield of Michigan Traditional Plus Plan with Orthodontic Rider (or the equivalent), for each member of the bargaining unit and his/her eligible dependents.

23.140 The Board shall provide a vision care plan, Blue Cross Blue Shield of Michigan VSP 12/12/12 (or the equivalent), for each member of the bargaining unit and his/her eligible dependents.

23.150 For the 2014-15 and 2015-16 school years, employees shall pay a percentage of the total premium for their total health care package through pre-tax payroll deduction in accordance with the following table:

	OPTION 1	OPTION 2	OPTION3
Single	7.93%	16.37%	31.19%
2 Person	7.75%	16.02%	30.64%
Family	7.79%	16.12%	30.81%

23.200 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 Section 23.120 hereof toward other insurance and protection plans or said teacher may choose to receive an annuity of one hundred dollars (\$100) 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 \$5,000 annually.

23.300 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.

23.400 Every teacher shall have the option to participate in other insurance programs, with payroll deduction privileges.

23.500 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.

23.600 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).

23.700 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.

23.710 Upon being granted a leave of absence other than medical or sabbatical, employee benefits shall continue for not less than thirty (30) days.

23.720 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.

23.730 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.

23.800 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.

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

- Employer chosen program
- Employer paid costs
- Employee enrollment \$525 Minimum - \$5,000 Maximum

ARTICLE 24: STUDENT TEACHING ASSIGNMENTS

- 24.100 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:
- 24.110 Supervising teachers will have tenure and a permanent or continuing certificate.
- 24.120 An annual pool of volunteers will be developed from a general invitation to the teaching staff. Said pool shall be given to the Union.
- 24.130 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 25: PROFESSIONAL STUDY COMMITTEES AND PROFESSIONAL STAFF
DEVELOPMENT**

- 25.100 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.
- 25.200 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.
- 25.300 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.
- 25.400 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.
- 25.500 The clerical expense of such committees shall be borne by the Board.
- 25.600 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.

25.700 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 26: PROFESSIONAL GRIEVANCE PROCEDURE

- 26.100 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.
- 26.200 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.
- 26.300 If the Superintendent's decision does not resolve the grievance, either the Union or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than ten (10) workdays after delivery of the Superintendent's disposition. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than ten (10) workdays following receipt of the request.
- 26.400 If the Union indicates its dissatisfaction with the Superintendent's decision, in writing, within thirty (30) days of said decision, or within thirty (30) days of the termination of a mediation process which does not resolve the grievance, 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.

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

26.600 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 27: NEGOTIATION PROCEDURE

- 27.100 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.
- 27.200 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.
- 27.300 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.
- 27.400 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.

- 27.500 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.
- 27.600 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.
- 27.700 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 28: RIGHTS OF THE BOARD

28.100 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 29: COUNSELORS

- 29.100 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.
- 29.200 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 with a paid co- curricular stipend as specified in Schedule B. School counselors will have extra duty days not to exceed four (4) days prior to the beginning of the school year and two (2) days after the end of the school year.
- 29.300 There shall be at least one (1) full-time clerk for the High School Counseling Department, within the limitation of available funds.
- 29.400 Counselors shall be free from:
- 29.410 Serving as a substitute teacher.
 - 29.420 Administering discipline.
 - 29.430 Clerical duties, to the fullest extent possible.
- 29.500 A joint study will be made by the Board and the Association regarding the feasibility of relieving counselors of attendance record-keeping.

ARTICLE 30: SENIORITY

- 30.100 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.
- 30.110 Seniority is defined as the contractual service in Lincoln Park, starting with the actual first day of work.
- 30.120 Adjustments (reductions) to seniority are made for unpaid leaves exceeding ten working days, time on layoff, job sharing, or part time employment.
- 30.130 The seniority date and ranking for those teachers hired after July 1, 2007 will be determined in the following manner:
- 30.131 First Tie Breaker: In the event that two or more teachers have the same seniority date, the teacher with the earliest Board of Education approval will have the higher-ranking seniority. Board resolutions to hire prospective teachers will be submitted in a timely manner.
- 30.132 Second Tie Breaker: In the event that two or more teachers are still tied, ranking shall be determined by the earliest application date and time.
- 30.140 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 e-mail those on layoff or leave of the availability of the new list.

ARTICLE 31: JOB SHARING

- 31.100 Teachers may volunteer to participate in Job Sharing.
- 31.110 Job sharing is two (2) teachers dividing a full-time teaching position into various combinations of the work day or week.
- 31.120 Teachers participating in fifty percent (50%) 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 percent (50%) of the time. Staff teaching less than fifty percent (50%) 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 2/5 salary and benefit costs.
- 31.130 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.
- 31.140 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.
- 31.200 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.
- 31.300 A committee composed of an equal number of union and administration representatives shall monitor the program and make recommendations.

ARTICLE 32: DURATION AND EFFECT OF AGREEMENT

- 32.100 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.
- 32.200 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.
- 32.300 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.
- 32.400 Copies of this Agreement titled, "Collective Bargaining Agreement between the Board of Education of the School District of City of Lincoln Park and the Wayne County MEA/NEA," 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.
- 32.500 This Agreement shall be effective as of the parties' ratification on March 19, 2013 and shall continue in effect until the 14th day of August, 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The Parties agree to meet and mutually set calendar (Article 21 & Schedule C) and insurance options (Section 23.120) for the 2014-15 and 2015-16 school years. The District shall not be compelled to provide wages and benefits at levels and amounts any greater than those in effect at the end of the 2015-16 school year absent mutual agreement of the parties. The District shall retain equivalent rights and privileges afforded by Michigan Public Act 54 of 2011 in negotiating future economic wage rates and insurance coverage during the future years of this contract.
- 32.600 The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

SIGNATURES

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: Richard Rockwell
Richard Rockwell, Superintendent

By: Charles Kaminski 4/16/13
Charles Kaminski, Board President

WAYNE COUNTY - MEA/NEA

By: John Mitroka
John Mitroka, President

By: John Mitroka
John Mitroka, Bargaining Chair

By: Peter Steyaert
Peter Steyaert, LPEA District Director

By: Joe Ligaj
Joe Ligaj, LPEA District Negotiator

SCHEDULE A: GRADUATE HOUR PROVISIONS

- A.100 All semester hours beyond the BA 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.
- A.110 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.
- A.120 Hours toward a second MA shall qualify for reimbursement under the MA +15 Schedule. However, it is expressly understood that there is no pay for a third MA towards same.