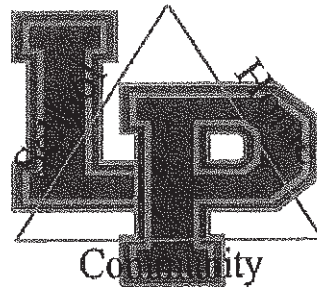

**2014 – 2016
COLLECTIVE
BARGAINING
AGREEMENT**



**BETWEEN THE
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF LINCOLN PARK
AND THE
WAYNE COUNTY MEA/NEA**

TABLE OF CONTENTS

INTRODUCTION1

ARTICLE 1: RECOGNITION.....2

ARTICLE 2: UNION AND TEACHER RIGHTS.....3

 2.100 UNION RIGHTS.....3

 2.200 TEACHER RIGHTS5

ARTICLE 3: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS.....6

ARTICLE 4: TEACHING HOURS7

ARTICLE 5: SPECIAL STUDENT PROGRAM.....9

ARTICLE 6: TEACHING CONDITIONS.....10

 6.100 FACILITIES10

 6.200 EQUIPMENT AND SUPPLIES.....10

 6.300 CLASS SIZE AND TEACHING LOAD12

 6.400 PREPARATION TIME13

 6.500 DUTIES14

 6.600 PERSONNEL15

 6.700 OTHER TEACHING CONDITIONS15

ARTICLE 7: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS17

ARTICLE 8: PROMOTIONS.....18

ARTICLE 9: EXTRA-CURRICULAR AND CO-CURRICULAR POSITIONS20

ARTICLE 10: TRANSFERS21

 10.100 DEFINITION OF TRANSFER21

 10.200 ADMINISTRATIVE TRANSFER.....21

 10.300 VOLUNTARY TRANSFERS.....21

 10.400 FILLING OF AVAILABLE POSITIONS21

ARTICLE 11: ILLNESS, DISABILITY OR PERSONAL BUSINESS22

 11.800 SICK BANK23

ARTICLE 12: PROFESSIONAL GROWTH DAYS25

ARTICLE 13: SABBATICAL LEAVE.....26

ARTICLE 14: UNPAID LEAVES OF ABSENCE28

 14.100 GENERAL28

 14.200 EXCHANGE PROGRAM, CORP, TRAVEL, OR WORK LEAVE.....28

 14.300 EDUCATIONAL LEAVE.....29

 14.400 MILITARY LEAVE.....29

 14.500 UNION LEAVE29

 14.600 PUBLIC SERVICE LEAVE29

14.700 CARE LEAVE.....	29
14.800 ILLNESS OR DISABILITY LEAVE	30
14.900 PERSONAL LEAVE	30
ARTICLE 15: ACADEMIC FREEDOM.....	31
ARTICLE 16: PROFESSIONAL BEHAVIOR AND TEACHER PROTECTION	32
16.100 PROFESSIONAL BEHAVIOR.....	32
16.200 PERSONNEL FILES	32
16.300 TEACHER PROTECTION	33
ARTICLE 17: TEACHER - TEACHER AIDE RELATIONSHIP	34
ARTICLE 18: STUDENT DISCIPLINE AND BOARD RESPONSIBILITY.....	35
ARTICLE 19: ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS	37
ARTICLE 20: CONTINUITY OF OPERATIONS.....	38
ARTICLE 21: SCHOOL CALENDAR.....	39
ARTICLE 22: PROFESSIONAL COMPENSATION.....	40
ARTICLE 23: INSURANCE PROTECTION	43
ARTICLE 24: STUDENT TEACHING ASSIGNMENTS	46
ARTICLE 25: PROFESSIONAL STUDY COMMITTEES AND PROFESSIONAL STAFF DEVELOPMENT	47
ARTICLE 26: PROFESSIONAL GRIEVANCE PROCEDURE.....	49
ARTICLE 27: NEGOTIATION PROCEDURE.....	51
ARTICLE 28: RIGHTS OF THE BOARD	53
ARTICLE 29: COUNSELORS.....	54
ARTICLE 30: SENIORITY	55
ARTICLE 31: JOB SHARING	56
ARTICLE 32: DURATION AND EFFECT OF AGREEMENT	57
SIGNATURES.....	58
SCHEDULE A: GRADUATE HOUR PROVISIONS	59
SCHEDULE B: EXTRA-CURRICULAR AND CO-CURRICULAR POSITIONS	60
EXTRA-CURRICULAR	60
CO-CURRICULAR.....	62
SCHEDULE C: CALENDARS.....	63
SCHEDULE D: TEACHER SALARY SCHEDULE.....	64
APPENDIX A: NON-TEACHER CERTIFIED EMPLOYEE DISCIPLINE AND REDUCTION IN PERSONNEL	67

INTRODUCTION

This Agreement entered into this 19th day of March, 2013, 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 1: RECOGNITION

- 1.100 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, 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.
- 1.200 The Board agrees not to negotiate with or recognize any teacher's organization other than the Union for the duration of this Agreement.

ARTICLE 2: UNION AND TEACHER RIGHTS

2.100 UNION RIGHTS

- 2.110 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.
- 2.120 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 therefore.
- 2.130 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.
- 2.140 The Union shall have the exclusive right among teachers to use school facilities and equipment for non-instructional purposes, including copying and printing equipment, calculators, 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.

- 2.150 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.
- 2.160 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.
- 2.170 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.
- 2.180 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.
- 2.190 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.

2.200 TEACHER RIGHTS

- 2.210 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.
- 2.220 The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, gender, sexual preference, or marital status.
- 2.230 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.
- 2.240 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.

ARTICLE 3: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 3.100 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.
- 3.200 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 deduction, the Board shall, pursuant to MCLA 408.777;MSA 17.277(7), at the written request of the Union, deduct the Representation Benefit Fee from the teacher's wages and remit the same to the Union.
- 3.300 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.
- 3.400 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.
- 3.500 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 4: TEACHING HOURS

4.100 The following table delineates the normal workday for teachers. Modifications to this schedule will be made by mutual agreement of the Board and the Union. Nothing in this section shall be construed to preclude teachers from reporting in earlier or remaining later to carry out professional responsibilities.

	Teachers Report to Classroom	Start of Instructional Day	End of Instructional Day	Teachers May Leave Classroom
High School	7:35 a.m.	7:45 a.m.	2:30 p.m.	2:35 p.m.
Middle School*	7:50 a.m.	8:00 a.m.	3:00 p.m.	3:05 p.m.
Elementary Schools	8:20 a.m.	8:30 a.m.	3:19 p.m.	3:24 p.m.

*Subject to completion of Transformational Plan.

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

4.300 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 21, the Board will not require teachers to work in excess of such standard workweek within or outside of any school building.

4.400 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.

4.500 The above items in Article 4 are the approved work schedule. Teachers are encouraged in cases of emergency such as extreme weather conditions to deviate from the schedule.

4.600 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.

4.700 Language will be on the District Calendar to denote State Requirement for mandated County calendar.

ARTICLE 5: SPECIAL STUDENT PROGRAM

- 5.100 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.
- 5.200 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.
- 5.300 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 6: TEACHING CONDITIONS

6.100 FACILITIES

- 6.110 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.
- 6.120 The Board shall make available in each school, adequate lunchroom, teachers' room and lavatory facilities exclusively for teacher use where space permits.
- 6.130 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.
- 6.140 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.
- 6.150 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. The assignment of rooms at all levels shall be made on the basis of organizational pattern, district seniority and vacancy.
- 6.160 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.

6.200 EQUIPMENT AND SUPPLIES

- 6.210 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.

6.220 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.

6.230 The Board agrees to make available adequate copying, printing, and computer equipment to aid teachers in the preparation of instructional material.

6.240 The Board shall provide:

6.241 A separate desk for each teacher with lockable drawer space if the teacher requests.

6.242 Lockable space or lockers sufficient for the needs of all its teachers to store their outer clothing while in school.

6.243 Adequate board space in every classroom.

6.244 Guides, if available and requested, for each teacher's use, of all texts used in each of the courses he/she is to teach.

6.245 Dictionary, encyclopedias, atlas and/or almanac in each classroom where requested and appropriate.

6.246 Audio-visual equipment, including window treatments, for use in classroom, subject to budgetary limitations.

6.247 Adequate storage space in each classroom for instructional materials.

- 6.248 Adequate attendance books, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibility.
- 6.249 Machine scoring, if available, of standardized tests at all levels.
- 6.250 All teachers of music, physical education, and art will be provided with adequate and properly maintained equipment and necessary supplies.
- 6.260 Adequate telephone facilities shall be maintained for teachers for their reasonable use.
- 6.270 All supplemental teaching equipment and teaching aids available within the district shall be made available at all reasonable times.

6.300 CLASS SIZE AND TEACHING LOAD

- 6.310 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:
 - 6.311 for the high school and middle school - up to thirty-five (35) students per academic class
 - 6.312 for the elementary schools - up to thirty-one (31) students per academic class
 - 6.313 for other specialized classes - that recommended by the State of Michigan
- 6.320 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.
- 6.330 Elementary teachers with a class of more than thirty-one (31) students will be given monetary compensation in the amount of five dollars and fifty cents (\$5.50) per day per student. Middle school and high school teachers with a class of more than thirty-five (35) students will be given monetary compensation in the amount of one dollar (\$1) per class period per day per student. Payment to these teachers will be calculated beginning with the state fall count day. Payments will be made at the end of the first semester and the end of the year.

6.340 Once an elementary class size reaches thirty-four (34) students, or a middle school or high school class reaches thirty-six (36) students, if financial conditions allow, one of the four following options will go into effect:

6.341 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)

6.342 An additional teacher will be hired.

6.343 A full-time classroom aide will be hired.

6.344 A split class will be created.

6.350 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 are no volunteers, the split classes will be rotated on a yearly basis by reverse District seniority within the grade levels affected. The building administrator and the teacher of the split class shall determine the students assigned to such classes.

6.360 When class size situations exceed the guidelines established above, the Superintendent shall consult with the Union regarding possible solutions.

6.370 The normal daily teaching load in the senior high school will be four (4) assigned class periods and one (1) duty-free preparation period.

6.400 PREPARATION TIME

6.410 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.

6.420 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.

6.421 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.

6.422 Any special class time scheduled beyond the minimum shall be considered part of a teacher's guaranteed preparation time.

6.500 DUTIES

6.510 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.

6.520 Recess shall be no more than fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

6.521 The outdoor recess supervision ratio shall be one (1) teacher for two (2) classes or one (1) teacher for a maximum of seventy (70) students.

6.522 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.

6.523 Recess shall be planned by the teacher but shall not interfere with a planned instructional program. Recess shall be planned to accommodate best instructional practices.

6.530 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.

6.540 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.

6.550 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.

6.600 PERSONNEL

6.610 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 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.

6.620 Every school shall be provided with the services of a school nurse to the extent consistent with budgetary limitations and the availability of personnel.

6.700 OTHER TEACHING CONDITIONS

6.710 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health or safety.

6.720 Paydays shall be as specified in Schedule D.

6.730 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.

6.740 Classroom interruptions will be discouraged and minimized except in case of emergency or when no other reasonable alternative is available.

6.750 Availability of official information:

- 6.751 Information affecting teachers shall be posted on a school bulletin board for the inspection of teachers.
- 6.752 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.
- 6.753 A copy of current teaching and non-teaching assignments shall be given to the union building representative who may post the same.
- 6.760 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.
- 6.770 The Board will reimburse teachers for any unusual damage or destruction of clothing or personal attire of the teacher or necessary instructional materials documented and provided by the teacher while on duty in the school or on the school premises. "Personal attire" shall include eyeglasses and exclude jewelry.

ARTICLE 7: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- 7.100 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. Elementary specialists will make their preferences known at a meeting at Central Office.
- 7.200 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 2nd Semester assignments no later than ten (10) days before the close of the 1st 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. The assignment of rooms at all levels shall be made on the basis of organizational pattern, district seniority and vacancy. LPEA shall be notified of proposed organizational changes that affect classroom assignments.
- 7.300 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.
- 7.400 The Board will arrange for orientation of new teachers at all levels.
- 7.500 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 8: PROMOTIONS

- 8.100 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, summer school and night school coordinators, and counselors.
- 8.200 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 and other scheduled breaks, available positions shall be e-mailed to teachers in tandem with automated phone calls (provided such a phone calling system remains in the district).
- 8.300 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.
- 8.310 The Superintendent shall consider the committee's opinions and evaluations in arriving at his/her decision in making his/her recommendation to the Board.
- 8.320 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.

- 8.330 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.
- 8.340 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.
- 8.350 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.
- 8.400 Central office promotional positions will be subject only to Section 8.200 of this Article.
- 8.500 Promotional appointments will be made by the Board after the Superintendent's recommendation.
- 8.600 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 9: EXTRA-CURRICULAR AND CO-CURRICULAR POSITIONS

- 9.100 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-curricular or co-curricular jobs. These positions are listed in Schedule B. Extra-curricular 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 Sections 8.200 through 8.350 of this Agreement, 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. Co-curricular positions are held by teachers assigned to teach the class associated with the particular co-curricular position.
- 9.110 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.
- 9.120 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.
- 9.200 If a vacancy exists in an extra-curricular 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.
- 9.210 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 10: TRANSFERS

10.100 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.

10.200 ADMINISTRATIVE TRANSFER

It shall be the responsibility of the Superintendent to effect transfers. Reason for the transfer shall be made known to the employee, if requested. No transfer will be made arbitrarily.

10.300 VOLUNTARY TRANSFERS

10.310 Teachers desiring transfers to positions, that may become vacant, must comply with the following.

10.311 A written request for transfer must be submitted on forms made available by the Personnel Department.

10.312 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. Teachers will be notified of tentative teaching assignments prior to the deadline for the submission of Transfer Requests.

10.313 Such requests must be made annually.

10.314 It is the teacher’s responsibility to provide updated contact phone numbers to the Personnel Office. The LPEA will be notified of all job openings and the outcomes as they occur.

10.400 FILLING OF AVAILABLE POSITIONS

10.410 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 e-mailed to teachers in tandem with automated phone calls (provided such a phone calling system remains in the district). The Union shall be notified if no applications are submitted by teachers employed in the District within seven (7) working days.

ARTICLE 11: ILLNESS, DISABILITY OR PERSONAL BUSINESS

- 11.100 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.
- 11.200 Each teacher shall be entitled to unlimited accumulation for the unused portion of each year's leave which shall be available in future years.
- 11.300 Leave days will not be deducted for days the teachers are not required to report.
- 11.400 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.
- 11.500 Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
- 11.510 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.).
 - 11.520 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.

- 11.530 Time necessary to take the selective service physical examination.
- 11.540 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.
- 11.600 A teacher absent from work because of mumps, scarlet fever, measles, chickenpox, AIDS, hepatitis, head lice, or scabies shall suffer no diminution of compensation and shall not be charged with loss of personal leave, provided that evidence exists indicating that the condition was contracted through job duties, and current proof of immunization is furnished, where applicable.
- 11.700 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.
- 11.800 SICK BANK
- 11.810 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.
- 11.820 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.
- 11.830 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

1/2 day increments and the employer shall contribute up to 50 days in 25 day increments.

- 11.840 There shall be a period of ten (10) consecutive days of absence before an individual shall be eligible for sick bank benefits.
- 11.850 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.
- 11.860 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 12: PROFESSIONAL GROWTH DAYS

12.100 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.