

2008-2010

MASTER AGREEMENT

L'ANSE EDUCATION ASSOCIATION

C.C.E.A/M.E.A./N.E.A.

and

THE L'ANSE AREA SCHOOL DISTRICT

BOARD OF EDUCATION

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PREAMBLE

This Agreement, entered into by and between the L'Anse Education Association, a voluntary unincorporated association or a Michigan corporation, hereinafter called the "Association", affiliated with the Copper Country Education Association, Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the L'Anse Area School District, hereinafter called the "Board".

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

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, and by current Michigan law, for all full-time and part-time certified personnel on tenure and probation, guidance counselors, school librarians, reading therapists, vocational education teachers, special education teachers, school nurses, and nurses aide instructors employed by the Board (whether or not assigned to a public school building); but excluding the Superintendent, administrative personnel, substitute teachers, and all others not specified above. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

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ARTICLE 2

PROFESSIONAL DUES AND FEES

- A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- E. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph 2.4, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Local dues (CCEA/LEA) will be deducted the third pay of the first month that contains three (3) pay periods. If this does not occur before January in a given school year, then local dues will be taken out of the first pay in November.

Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both trial and appellate levels.

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board or agents of the Board for the purpose of complying with this Article.

G. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

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ARTICLE 3

ASSOCIATION, BOARD, AND TEACHER RIGHTS

A. Association Rights

1. Pursuant to Act 379 of the Public Acts of 1965 and current Michigan law, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement, and the Board agrees to be bound by any lawful order or award thereof.
3. The Association and its members shall have the right to use school building facilities, with the approval of the Administration, at all reasonable hours for meetings, providing they do not interfere with the normal school program. Bulletin boards and other established media of communication shall be made available to the Association and its members.
4. The Board shall place on the agenda of each regular Board meeting as one of the first items for consideration under "new business", any matters brought to its consideration by the Association, provided it has been discussed with the administration first, and so long as those matters are made known to the Superintendent's office by 9:00 a.m. on the Wednesday preceding the regular scheduled meeting.

B. Board Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or the United States. **The L'Anse Area School District is a General Powers School District in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a.**

1. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - a. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.
 - b. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the provisions of this Agreement. **If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions 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.**
 - c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees.
 - d. Adopt reasonable rules, policies and regulations.
 - e. Determine the number and location or relocation of its facilities, including the establishment or relocations of the new schools, buildings, departments, divisions or subdivisions thereof.
 - f. Determine the financial policies, including all accounting procedures.
 - g. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 - h. Determine the service, supplies and equipment necessary to continue its operation.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the terms of this Agreement. **Nothing in this Agreement shall be construed, directly or indirectly, to in any way interfere with the District's obligation to comply with the no Child Left Behind Act or other State or Federal laws, or regulations implementing such laws.**

C. Teacher Rights

1. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers in this article shall be deemed to be in addition to those provided elsewhere.
2. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in the Association or with the activities of any employee organization.
3. The Board shall provide the LEA President a copy of the unapproved minutes from all Board meetings. The copy will be placed in the school mailbox of the LEA President within ten (10) working days.

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ARTICLE 4

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
1. The salary schedule is based upon a normal weekly teaching load as hereinafter negotiated and defined from the first scheduled day of the school year through the last scheduled day. The first payday for 2003-2004 will be September 5 and subsequent pays will be bi-weekly. A teacher may choose to receive his/her pay in 26 bi-weekly checks, each being 1/26 of the total contract amount; in 20 or 21 bi-weekly checks, all but the last being 1/26 of the total contract amount, with the last being the total of the remainder due; or 20-21 bi-weekly checks, each check to be 1/20 or 1/21 of the total contract amount. Any lump sum payout will be made on the first regular payroll date on or after the last student day. Each teacher shall complete and return to the Superintendent's office, a form stipulating his/her payment preference prior to the end of the first week of school. New teachers will indicate their preference at the time they are employed.
 2. Teachers who work less than the full day shall receive salary and retirement and insurance benefits on a pro-rata basis, based on the same fraction as that of the day worked.
 3. Any teacher who suffers loss of pay shall be docked 1/number of days on the calendar for that particular school year, i.e. 1/174.
- B. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- C. Proof of completion of hours shall be presented during the periods of September 1 Through October 15 and December 15 through January 15 for the purpose of making salary adjustments in cases where additional hours are earned.

Contract adjustments with respect to the completion of hours or degrees will not be made at any other times during the year. Grade cards or transcripts will be accepted as valid proof of completion. Mid-year adjustments will be prorated. Retroactive salary adjustments will go back only as far as the current fiscal year.

- D. 1. LEA members who substitute during a preparation period for a teacher who is absent shall be paid twenty dollars (\$20.00) per class period, or may accumulate one (1) period of Personal Leave time, at the discretion of the substitute teacher except in the case of a scheduled student activity. Hours of accumulated Personal Leave under this article may not exceed one (1) full regularly scheduled school day, and will not be charged to accumulated sick leave, if used. Regulations governing personal leave days as stipulated in Article 11. F. 4 will apply to leave requests.
- 2. After two (2) weeks **in the same class, LEA members who substitute during a preparation period for a teacher that is absent**, shall be paid at his/her hourly rate of pay. (to be determined by dividing the teacher's annual salary by the number of scheduled work days by **the number of periods in the school day**)
- E. Teachers who participate in the development, writing, implementation, and evaluation of a special long-term project funded through resources of the state or federal government, or by funds allocated within the particular project for such specific purpose will be remunerated in accordance with the guidelines established for such project, provided, however, that prior approval is received from the administration for the submission of such project, and provided such project is funded.
- F. Any teacher who takes over another teacher's class in addition to his/her own will be covered under the article which compensates teachers for substituting. (This excludes classes in the library.)
- G. When the librarian agrees to do assigned library work beyond his/her contracted hours during the school year, he/she shall receive a rate of \$20 per hour.

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ARTICLE 5
TEACHING HOURS

- A. The normal work day for all teachers shall begin 15 minutes prior to the start of classes and shall end 10 minutes after student dismissal time. The normal six (6) or seven (7) period day shall be six (6) hours and 42 minutes. The normal seven period student day shall be seven hours and 12 minutes.
1. On days of delayed opening of school and/or early dismissal, except when teachers are scheduled to remain after student dismissal time for staff meetings, parent-teacher conferences, in-service, etc., the teacher day shall begin 15 minutes prior to the start of classes and shall end 10 minutes after student dismissal.
 2. Teachers shall have a duty-free, uninterrupted lunch period of not less than twenty-five minutes.
 3. Scheduled staff, or committee meetings, may be held by the Administration or department coordinator, provided notification is received by the staff at least two (2) days prior to the scheduled meeting, or by mutual consent of the president of the LEA and the administration, in addition to the times shown above.
- B. If it becomes necessary to begin classes in the high school one hour earlier, teachers will be assigned to the earlier period on a voluntary basis and shall have a consecutive work day of seven (7) hours and 42 minutes, based upon a **eight (8)** period day.
- C. Duty schedules for staff members who are not engaged in a regular classroom schedule may differ in hours from the above. The time schedule and job description for such staff members will be on file in the Principal's office. A copy shall be given to the LEA President and to each Building Representative.
- D. In the elementary school, when students are assigned to art, music, and physical education, this will be a preparation period for the regular teacher. All grade k-5 teachers shall be guaranteed a minimum of 260 minutes of preparation time per week. Elementary teachers shall be guaranteed at least one (1) thirty (30) minute block for preparation daily. This shall be in addition to recess times if teachers are required to supervise recess and/or detention at any time during the school year.

- E. Full-time teachers may, at their option and with the consent of the Board, participate in a reduced time or job sharing program. The local Association shall be informed of the establishment of all job sharing programs. Written application for such is to be made on the form, agreed to by both parties to this Agreement, available in the Superintendent's office.
- F. The Board of Education may use a block schedule where daily class periods may be longer than stated.

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ARTICLE 6

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The qualification for employment/assignment shall be possession of a valid certification or approval by the State Department of Education.
- B. Teachers will not be assigned outside their area of certification except in cases where the district recognizes a need and is permitted by current law.
- C. The normal six (6) **or seven (7)** period weekly teaching load in the **Middle School or Junior-Senior High School** will not be more than twenty-five (25) contact periods **or thirty (30) contact periods** and not less than five (5) unassigned preparation periods.

No teacher in the **Middle School or Junior-Senior High School** shall have more than three (3) subject preparations based upon a six (6) period day (4 on a 7 period day), unless it is mutually agreed, in writing by July 15 for that school year only. The local Association shall be informed of all agreements that have been entered into with a teacher that provide for more than four subject preparations.

However, it is further understood and agreed upon that staff members who teach industrial arts, music, art, physical education, home economics and special education instruction classes can be assigned four (4) subject preparations based upon a six (6) **or seven (7)** period day.

Based upon a seven (7) period day subject preparations will be 4; industrial arts, music, art, physical education, home economics and special education will be 5; class periods will be 7, and contact hours will be 30.

- D. A rough draft matrix will be developed for every building by May 11 to be available for staff input. **The rough draft matrix when completed will be distributed to all teachers on the same day by the Administration.** All teachers shall be notified in writing prior to July 15, of their assignments and schedules for the following school year. There will be no departure from said assignments/schedules except in case of emergency **or in cases of necessary adjustments due to declining enrollment or economic necessity and/or circumstances beyond the control of the school district.** An emergency is to be defined by mutual agreement between the Administration and the LEA President.

- E. If consolidation with another district is to take place, the Board will negotiate with the Association before any changes are made which would effect Association members.

- F. Changes in assignments shall be governed by Articles 8 and 9 (Vacancies and Promotions, and Transfers).

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ARTICLE 7

TEACHING CONDITIONS

- A. Because the pupil-teacher ratio is an important aspect of any effective educational program, the parties agree that class size shall not exceed the following maximum standards except where the Association has agreed in writing to exceed these maxima.

<u>Class - Elementary (K-5)</u>	<u>Maximum</u>
K-2	25
3	28
4-5	28
Multiple Classroom Situations	25

<u>Class - Secondary (6-12)</u>	<u>Maximum</u>
Art	20
Vocational Offices	16
Industrial Arts	Stations Available
Physical Education	30
Health	24
Science	24
Languages	20
Shorthand	24
Computer Lab	Stations Available
Mathematics	25
General Business Education	25
Social Studies	24
English	24
Music	No limit for vocal
Homemaking	Stations Available

1. The Board shall notify the Association of any class sizes which exceed the maximums set forth in this Agreement and shall meet with the Association, at the request of either party, for the purpose of determining a means for alleviating such excessive class loads. Excessive class sizes shall be alleviated by implementing one of the following alternatives. Alternatives are to be considered in the order listed.
 - a. Excess students will be redistributed among other classes at the same grade level or subject area within the affected school.
 - b. Additional teachers will be hired.
 - c. Excess students will be transferred to another building.
 - d. If letters a, b, or c above are not feasible or for any other reason rejected as a solution, the employer shall compensate the K-5 bargaining unit member in the following manner:
 - 1) Each child over the maximum = 1 child/day.
 - 2) For each 120 child days a day of personal leave will be granted, or the teacher shall receive \$100.
 - 3) Leave days granted under this provision will not be chargeable against sick leave.
 - 4) Any payment due a teacher under this provision will be made in the last pay of the school year.
 - 5) Any accumulated block of at least ten (10) but less than one-hundred twenty (120) child/days shall be prorated and payment made to the teacher as provided in 4) above.
 - e. If letters a, b, or c above are not feasible or for any other reason rejected as
as
a solution, the employers shall compensate the 6-12 bargaining unit members as follows:

- 1) Each child over the maximum in any class = 1/5 child/day.
 - 2) 5/5 child day = 1 child day.
 - 3) For each one hundred twenty (120) child days, an additional day of personal leave will be granted, or the teacher shall receive payment equal to the amount paid to a substitute teacher for one (1) full day.
 - 4) Leave days granted under this provision will not be chargeable against sick leave.
 - 5) Any payment due a teacher under this provision will be made in the last pay of the school year.
 - 6) Any accumulated block of at least ten (10) but less than one hundred twenty (120) child days shall be pro-rated and payment made to the teacher as provided in 5) above.
- B. 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, and similar materials are the tools of the teaching profession. The parties will confer, from time to time, at the request of either party for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.
- C. The Board shall make available to each school building adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. The lavatory facilities will have adequate ventilation, acoustics and meet basic health standards for cleanliness.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period. In the event, however, that qualified personnel cannot be found to be hired for supervision responsibilities during this time, the teacher who assumes this responsibility shall be paid at a rate of twenty dollars (\$20.00) per hour.

- E. The Board shall continue its efforts to provide staff members with improved telephone facilities and shall likewise provide access to a telephone for members of the staff who conduct athletic activities in the high school building after the completion of the regular school day. Telephone facilities shall be made available to teachers for their reasonable use from 8:00 a.m. until 4:00 p.m. daily. No personal long distance calls will be charged to the district.
- F. The Board will establish a Teacher Work Room other than the current lounge lunchroom within the High School with an outside phone line. An outside phone line will be established in the elementary lounge. Furnishings will be provided from current inventory and considering available funds. Room assignment will be at the discretion of the administration.
- G. Designated parking areas shall be made available to teachers for their exclusive use on a first- come/first-serve basis.
- H. Teachers shall be paid \$0.40 per mile for travel which is authorized or requested by the Board. **This amount will be paid to the teachers within 30-days.**
- I. When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. No teacher shall be required to administer medication to a student.
- J. The employer shall reimburse the employee for the loss, damage, or destruction of personal property which is job related, not covered by insurance, which was used on school premises when the loss, damage or destruction is not the result of the employee's negligence. The employee shall immediately report to the Superintendent all incidents involving property damage, The employee shall receive reimbursement for the amount of deductible or \$250 whichever is the lesser amount. The maximum reimbursement is limited to \$250 per person per year.
- K. For contract language regarding classroom visitation by parents or legal guardians see Board policy.

ARTICLE 8

VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position, or an open position due to retirement, or an open position due to transfers.
- B. Vacancies occurring within the bargaining unit shall be posted in a designated area of each district building and a copy of such posting sent to the Association President. Any qualified bargaining unit member may apply for such positions by submitting a written application to the Superintendent of Schools within seven (7) school days of the posting date. During the summer recess, copies of all postings shall be placed on the bulletin boards and shall be sent to each building representative, the President of the Education Association, the UniServ Director and all staff members who have provided the School District with stamped, self-addressed envelopes. E-mail applications are acceptable.
- Postings shall contain the following information: grade level, educational qualifications, building, educational specialties (if desired, or required), and subject area.
- Bargaining unit members will have seven (7) school days following a vacation period during the school year to apply for positions posted during the vacation period. Vacancies will be filled on the basis of qualifications, skills, ability and seniority. Unless the employer can establish that one of the applicants has greater qualifications, skills, or ability, the employee/applicant with the greatest seniority will be awarded the position.
- C. Promotion as defined in this Agreement, shall mean placement within a position of the bargaining unit with additional responsibility and with additional compensation over and above the regular teaching assignment. this promotion specifically refers to Department Heads/Coordinators. All openings in promotional positions shall be filled by current bargaining unit members whenever possible. Promotion should be on the basis of seniority and qualifications. Qualification for promotion shall mean experience in the area or at the level (elementary/ secondary) and competence, as reflected in evaluations and education.

- D. Any teacher who shall be granted employment in this school district in an administrative position outside the bargaining unit, shall retain his/her seniority rights at the exit level for a period of two years. After two years, such administrators shall no longer retain any rights under this Agreement.

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ARTICLE 9

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. Involuntary transfers may be effected only for reasonable and just cause. Prior to any involuntary transfer, the Employer shall provide the affected bargaining unit member and the Association written reasons for the transfer.
- B. In the event that transfers appear to be necessary, the Association shall be notified in the same manner as provided in Article 6.
- C. The parties recognize that changes in grade assignments in the elementary schools, changes in the subject assignments in the secondary school grades, and transfers between schools are sometimes necessary. Such transfers and changes of assignment shall be on a voluntary basis whenever possible. In making potential involuntary assignments and transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirement and best interest of the school system and pupils. However, the decision of the Board as to the filling of such vacancies shall be final; but no teacher shall be denied a requested position without a stated reason in writing.
- D. Consideration shall be given in terms of seniority as defined in Article 10.

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ARTICLE 10

Preamble

The Board and the Association agrees that the definition of Certified and Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Certification and Qualifications as specified and that this definition applies to Article 10 and Article 8 in this Agreement.

REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

- A. It is hereby recognized that it is within the discretion of the Board to reduce its educational program, curriculum, and staff, and that the procedures set forth in this Article shall be used in laying off personnel.
- B. Before the Board makes any reduction in personnel, it will first consult with the Association regarding the effects of such reduction.
- C. In the event that a reduction of staff is deemed necessary, leaves of absence without pay may be granted to any and all teachers affected by the reduction if the teacher(s) so choose(s). Such leave shall be in accordance with Article 12.
- D. During said layoff a teacher shall not receive insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums, therefore, at the payroll office. Also, the teacher's seniority shall remain unbroken despite such layoff, and his/her accumulated sick leave shall not be canceled but shall remain credited to him/her.
- E. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:
 - 1.a Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
 - 2.b If the reduction of teachers is still necessary, then tenure teachers being reduced or eliminated shall be laid off on the basis of seniority **unless there is a tenure teacher who is certified and qualified and available to perform the duties of the position**. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.
 3. Seniority shall be prorated according to time worked.
 4. A teacher who is laid off pursuant to this article has the right to be placed in a position for which he/she is certified and **Highly Qualified (as defined by the Michigan State Board of Education in accordance with No Child Left Behind Act)** to fill and which is occupied by a teacher with less seniority.

5. When seniority is equal, educational level (degrees, majors, minors, hours) shall be the final determining factor, **assuming both teachers are certified and Highly Qualified (as defined by the Michigan Board of Education in accordance with No Child Left Behind Act) for the position.**
- F.
 1. A seniority list of all teachers shall be prepared by the Board and verified by the Association by November 1, of each year. The Union will approve the seniority list in writing within 30 work days. No response within the 30 work days signifies the Union's approval.
 - 2.a. Seniority for the purpose of this Agreement shall be defined as continuous service as a member of the bargaining unit when under regular contract from the employees' last date of hire with the district and does not include periods of unpaid leave, including unpaid maternity leave with the exception of the five (5) days of unpaid leave in Article 12, A.3. UNPAID LEAVE. Pro-rata credit will be given for those years with less than full-time service. Seniority shall be lost for resignations, transfer to a non-bargaining unit position, except temporarily, or dismissal for just cause. **All permanent teaching positions, regardless of funding source, shall be given seniority if they are certified for the position they currently occupy.**
 - b. If a teacher is hired into a temporary position, they will not accrue seniority unless the teacher is hired for a permanent position the following school year. The teacher's seniority date will be the date they were hired for the temporary position.
 - G. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.
 - H. If a position exists within the school district for which the released teacher is qualified and certified, prior to posting the position, the teacher shall be notified by certified mail, return receipt requested, at the last known address. Within fourteen (14) calendar days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing, or it shall be determined that said teacher has declined the position.
 - I. **The order of recall shall be in the reverse order of lay-off, providing the teacher is certified and Highly Qualified as defined by the Michigan Department of Education in accordance with No Child Left Behind Act, for the position being filled.**

- J. The Board agrees to abide by the provisions of the Teacher Tenure Act in notifying affected teachers.
- K. Tenured employees will remain eligible for recall for a period not to exceed **four (4)** years. Probationary employees will remain eligible for recall for a period not to exceed **two (2)** years.

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ARTICLE 11

SICK LEAVE BENEFITS

A. Amount, Accumulation and Retirement Status.

1. All full-time teachers employed by the L'Anse Area Schools shall be credited with thirteen (12) sick days per year (Effective September 1, 2009 All full-time teachers employed by the L'Anse Area Schools shall be credited with (12) sick days per year) . Teachers employed less than full-time will receive a pro-rated number of days based on the scheduled assignment.
2. Unused sick leave shall accumulate to 180 days.
3. Payment of accumulated sick leave shall be made to the teacher in the three consecutive Januarys following retirement in approximately equal installments, provided that said teacher has been an employee of the District for a period of at least five consecutive years prior to retirement. Unused sick leave shall be paid at \$100.00 per day up to a maximum of One hundred seventy four (174) days. An employee eligible for this provision must be eligible for retirement as stipulated by the Michigan Public School Employees Retirement Act.
4. After ten (10) years of teaching in the District, accumulated sick leave shall be payable to the teacher's designated beneficiary or next of kin upon the death of the teacher, with the amount to be capped at \$50.00 per day up to a maximum of One hundred seventy four (174) days. Payment will be made immediately following the teacher's death.

B. Sick Leave Bank.

1. A sick leave bank is hereby established utilizing the existing assets of fifty (50) days.
2. In addition to the above, each tenured member of the bargaining unit may choose to voluntarily contribute one (1) sick day, and the Board of Education will contribute one (1) sick day for each contributing member on September 1, 1987. At the beginning of each school year thereafter, each teacher who has chosen to participate will contribute one (1) sick day, until a level of 200 total days in the bank has been reached or exceeded. The teachers will not contribute any more days until such time as the total number of days in the bank falls below ninety (90) at which time contributions by teachers will then be used to bring the days in the bank up to at least two hundred (200) days again. Each sick bank member is credited with one (1) additional sick day for the 1994-95 school year only.

3. The bank will be replenished on October 15 of each year when the total number of days falls below the minimum number mentioned above.
4. A Sick Bank Committee consisting of two representatives of the Board, one being the superintendent of schools, and two representatives of the Association, one being the president of the L'Anse Education Association, may adopt such rules and regulations as may be necessary to administer the sick leave bank with the following restrictions:
 - a) Members must have exhausted all of their accumulative sick leave days and their personal days before receiving benefits from the sick bank. Sick leave will then be made retroactive if approved by the Committee.
 - b) No more than ten (10) days may be borrowed at one time. Additional days may be borrowed, but the total number of days loaned out to any one member shall be determined by the Committee.
 - c) Members borrowing from the bank must repay the bank all days borrowed as soon as possible. The members will pay the days back out of sick leave credited at the beginning of each school year upon returning to teaching.
 - d) In the event of death or retirement due to health reasons of the member, the loan shall be canceled.
 - e) Anyone leaving the system owing the bank sick days, except as stated in "d" above shall repay the bank by reimbursing the L'Anse Area Schools a sum equal to a substitute teacher's wages for each day that a substitute was employed to fill the vacancy caused by the member's absence. The actual days that were contributed by the member leaving, however, do not have to be paid back.
 - f) If a teacher has chosen not to participate in the system as of the beginning of the 1987-88 school year, or within thirty (30) days of becoming a tenure teacher with the L'Anse Area Schools, he or she will be ineligible to use the sick bank.

- g) Application to the bank must be made in writing to the Superintendent of Schools. A doctor's statement must accompany the application stating the expected date of return to teaching.
 - h) Probationary teachers may not participate in the bank, but upon receiving tenure, may join the bank within thirty days (30 days) by contributing two (2) days to the bank.
 - i) The decision of the Sick Bank Committee concerning the loaning of days shall be final and not subject to the grievance procedure.
 - j) The Sick Bank Committee shall furnish the Association and the Board an annual report on the status of the Bank.
 - k) Sick bank days may not be used to supplement Worker's Compensation Benefits.
- C. Sick leave may be used for personal illness or accidental injury including the period of personal disability and incapacitation due to pregnancy, childbirth and recovery or complications there from. All teachers aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. **The Board of Education reserves the right to require a doctor's statement if there is a suspected misuse of sick leave.**
- D In the event of an involuntary transfer, if an employee produces medical evidence of an inability to accept the transfer, the employee may be required to provide additional doctor's statements prior to the start of each semester attesting to the employee's continued inability to perform the assignment.

E. Any regular employee of the school system who sustains an injury or occupational disease arising out of, and in the course of, any employment with the District, shall be continued on the payroll to the extent of one's sick leave reserve, provided that where income is received under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain the employee's regular gross salary or wage for a period not to exceed the number of days in the employee's sick leave accumulation. When the Board supplements the teacher's income under the Worker's Compensation Act, the sick leave accumulation shall be reduced equal to the proportion of the regular salary paid by the Board.

F. Leave of absence chargeable against sick days shall include:

1. Illness or medical treatment in the immediate family. Dental appointments, eye appointments, and other appointments of this type should be scheduled after school hours, on weekends, or during vacation periods. Immediate family to be defined as for section F-1 is (parents, foster-parents, spouse, child, grandparents of employee and spouse, a dependent in the immediate family, sister, brother, grandchild, parent of spouse, spouse's foster parents, spouse's child and spouse's grandchild).
2. Emergency illness in immediate family (as defined for section F-1 is (parents, foster-parents, spouse, child, grandparents of employee and spouse, a dependent in the immediate family, sister, brother, grandchild, parent of spouse, spouse's foster parents, spouse's child and spouse's grandchild) , to enable teacher to make arrangements for necessary medical and nursing care shall be limited to ten days. Additional days may be approved by the Superintendent.
3. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants it. **Pre-approval of leave by administration necessary for those not listed in immediate family definition in Article-12, Section-A, Part-1.**

4. Three (3) days per year for personal use. The number of teachers granted personal day leave on any one day will be determined by the availability of substitute teachers. Requests for Personal Day must be submitted in writing at least three (3) days prior to the day's leave of absence. Personal leave before and after a holiday recess and the first and last week of school must be accompanied by a written reason for administrative approval. Personal leave may accumulate to 5 days. No more than 3 consecutive personal and/or compensatory leave days can be used.

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11.5

ARTICLE 12
LEAVES OF ABSENCE

The Board agrees at all times to maintain an adequate list of qualified substitute teachers. Teachers who cannot be in school, will call their principal as soon as possible to report unavailability for work. If at all possible, a teacher shall notify the principal before the day of an anticipated absence. Once a teacher has reported **unavailability, it shall be the responsibility of the administrator to** arrange for a substitute teacher.

1. It shall be the duty of the administration to notify the substitute of all the duties of the teacher for that day or days.

Paid Leaves

- A. Leaves with pay not chargeable against sick days subject to administrative approval shall include:

1. Death in immediate family of the teacher.

immediate family shall be interpreted as parents, or foster parents, spouse, child, sister, brother, grandparent, grandchild, corresponding relative of the teacher's spouse, or a dependent of the immediate household.

2. Jury Duty - A teacher who serves jury duty during his/her regular scheduled workday will be paid the difference between the jury duty pay and his/her regular pay if the jury duty pay is less. If the employee is excused as a juror in sufficient time to report for work in the afternoon, he/she will be required to do so.
3. Court appearances as a witness in any case connected with the teacher's employment, or school, and whenever a teacher is subpoenaed **on behalf of the school district or pre-approval has been obtained from the District for non-related school district affairs** to appear at a hearing or in court.
4. Approved visitation to other schools, or for attending educational conferences and conventions.
5. Administrative Leave - For special reason and with just cause, administrative approval may be granted to any teacher for requested leave.

6. A delegated teacher shall be released from regular duty without loss of salary or without time being charged against sick days or personal use days for the purpose of participating in area, district, regional and state meetings of the Michigan Education Association, subject to the approval of the President of the Association **and the Superintendent**. A maximum block of **three (3)** days per school year shall be designated for miscellaneous Association business.

Unpaid Leaves

- A. Leaves without pay may be granted with administrative approval for the following reasons:
 1. Any person whose personal illness exceeds his/her maximum sick leave shall be granted a leave of absence, without pay. **Leave under Article-12 will also be without benefits unless the specific benefit continues as stated in the Agreement or the benefit may continue in accordance with State or Federal Laws (in accordance with FMLA)**, for such time as is necessary to complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, or to a substantially equivalent position.
 2. Leaves without pay may be granted for personal reasons.
 3. Personal days without pay in the amount of five (5) days per teacher per school year.
- B. Teachers requesting unpaid leave for the reasons listed in sub-sections 1 to 5, inclusive, shall make application as soon as possible and at least three months in advance of the start of the requested leave time. Leaves without pay may be granted with Board approval for the following reasons:
 1. Study related to teacher's licensed field.
 2. Study to obtain teacher certification or license in field other than the one now held.
 3. Study, research, or special assignment that will benefit the school system.
Upon return from the three aforesaid leaves a teacher shall be assigned to the same position or to a substantially equivalent position.
 4. Exchange teaching. An additional year may be granted with Board approval. Seniority and sick leave accumulations shall be retained. The Board reserves the right to determine whether or not a salary increment increase shall be granted.

5. A military leave of absence shall be granted to any teacher who shall be inducted for any military branch of the armed forces of the United States. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during that period, and shall receive all rights and benefits accorded by state or federal law. Those persons who desire to enlist in the service may apply for leave of absence in accordance with the provisions of this contract.
6. Child Care Leave - The Board shall grant to any teacher a leave of absence following the birth of a child by a spouse or teacher for the purpose of remaining at home up to one (1) year.
 - a. Reinstatement shall be to the teacher's former position or a similar position at the beginning of a new semester unless mutually agreed otherwise.
 - b. A teacher on child care leave of absence shall be given credit on the salary schedule for all time spent on such leave (not to exceed one semester).
 - c. A teacher has the right to continue on the group insurance plans at his/her own expense subject to the underwriting regulations of the insurance carrier.

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ARTICLE 13
INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide without cost to the employee MESSA PAK insurance coverage as follows:

CHOICES II	\$10/\$10-RX
January 1,2009 - \$100/\$200 In-Network Deductible Option	
July 1, 2009 - \$200/\$400 In-Network Deductible Option	
Delta Dental	80/80/80: \$1,300
Vision	VSP 3
Negotiated Life	\$5,000 with AD&D

Coverage will be provided for a full twelve month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA.

Any employee not electing health care protection as provided above, may, upon written application, receive **PAK-B** and a cash option plan in the amount of **\$500.00 per month** under the MESSA Optional All program.

- B. A prorated equivalent of insurance cost shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees.
- C. The insurance coverage for a teacher shall be continued on a prorated basis in proportion to the percentage of the school year completed when the resignation takes effect, provided the following conditions have been met:
1. The teacher has been or would have been offered a contract for the succeeding year(s), or
 2. The teacher was not offered a contract solely because of staff reduction in accordance with this Agreement.

A teacher eligible for the extended insurance coverage agrees to extend any remaining salary payments throughout the period in which the insurance coverage is continued.

- D. General provisions governing insurance coverage include:
1. The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.
 2. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers.
 3. Employees who have Board-provided insurance are responsible to contact insuring carrier within thirty (30) days of termination for conversion provisions available after termination.
 4. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his or her behalf for failure to comply with this paragraph.
 5. An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within thirty (30) days of his or her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 6. To the extent permitted by law, the Board will administer the benefits provided under the terms of this contract on a tax free basis to members of the bargaining unit.
 7. No change in benefits provided in this contract will be made in consideration of the Internal Revenue Code, or otherwise, unless such change is collectively bargained.
- E. Insurance benefits are provided through a cafeteria plan. Copies of the plan are available in the school business office.

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ARTICLE 14

TEACHER EVALUATION

- A. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The evaluation form that the teacher signs shall be the one to be placed in his/her personnel folder and duplicated for him/her. The teacher's signature shall indicate only that he/she has seen the evaluation and shall not be construed to necessarily mean agreement with the evaluation. The teacher may attach a written response to any such forms. The teacher shall have at least five (5) school days to review the evaluation before signing it.
- C. Each teacher shall have the right upon request to review the contents of his/her own personnel file.
- D. A teacher is entitled to have present a mutually agreed upon representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance **unless representation of the association is not readily available, then the Board retains the right to immediately place an employee on paid Administrative Leave and have the employee immediately leave the vicinity and/or school property on any offense that the Board or its employee on any offense that the Board or its designees determines to present a danger to students or staff, gross misconduct with students or staff, gross insubordination, gross or blatant disregard for work rules and policies, gross unprofessional or irresponsible conduct on the job, being served with a felony charge on or off the job.** The Association representative must be available to meet within three (3) working days following notification by the administrator to said teacher.
- E. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth.

- F. Tenure teachers shall be formally evaluated at the discretion of the building Principal.
- G The Board shall establish a policy for teacher evaluation wherein the appropriate Administrator shall evaluate all non-tenure teachers in his/her building wherein:
1. He/she shall have at least two (2) informal conferences with the teacher before he/she submits his/her first official report to the Superintendent which shall be submitted by December of each school year.
 2. He/she shall identify to the teacher any clearly observable inadequacies and offer appropriate assistance to correct such inadequacies.
 3. He/she shall submit his/her final official report to the Superintendent by May 1 of each school year. This report will include his/her final official written report concerning probationary or tenure status for the teacher.
 3. He/she shall make arrangements to allow the teacher to see and sign each of these official reports before they are sent to the Superintendent.

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ARTICLE 15

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that teachers are not charged with the responsibility for psychotherapy. 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 take reasonable steps to relieve the teacher of responsibility with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide local 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 the handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. Any complaints by a parent of a student toward a teacher must be directed to the building principal and shall be in written form and be promptly called to the teacher's attention. All complaints brought against a teacher must be brought to the attention of the teacher immediately and must be signed by the complainant.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. A teacher may remove a pupil from 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. Said student will report to his/her building principal and in such cases, the teacher will furnish the principal, as promptly as his/her teaching

Obligations will allow, full written particulars of the incident. Final disposition of any student disciplinary case, however, will always be made by the principal. The principal will communicate to the teacher, in writing, that the discipline referral is being addressed.

- G. A teacher shall not be responsible for any activity connected with collections of money for any purpose unless he/she volunteers to do so.
- H. A teacher shall not be assigned to supervise students of the opposite sex in any locker room facilities.
- I. For contract language regarding grade changes see Board policy.

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ARTICLE 16

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them.

It is in the public interest that the opportunity for mutual discussion of such matter be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At a reasonable time prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the following school year.
- C. 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.
- D. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession. Accordingly, the Association agrees that during the duration of the Agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.
- E. In April of each year on a date mutually agreed upon by the Superintendent and the Chairperson of the Association Negotiation Committee, there shall be a meeting between the Association P.N. Chairperson and the Superintendent to review the school district's tax structure, budgetary requirements, financial resources, general and specific problems, and to discuss long-range planning.
- F. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district, and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto.

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ARTICLE 17

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, or regulation of the Board which violated the express terms of this contract, may be processed as a grievance within thirty (30) calendar days of the occurrence as hereinafter provided. Any matter being pursued through the Tenure Commission shall not be the basis of any grievance filed under the procedure outlined in this article.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Appendix H-1, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of it in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the Grievance, or if no disposition has been made within three (3) school days of such meeting or six(6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, by the Superintendent or his/her designee, or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board Grievance Committee by filing a written copy thereof with the Secretary or other designee of the Board.

The Board Grievance Committee will meet within five (5) school days to hold a hearing on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board Grievance Committee shall be made no later than three (3) school days thereafter. A copy of such disposition shall be furnished to the Association.

- F. If the Association is not satisfied with the disposition of the grievances by the Board Grievance Committee, or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later), the grievance may be submitted to the full Board or to arbitration before an impartial arbitrator at the option of the Association.
- G. If the Association opts to submit the grievance to the full Board, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- H. If the Association is not satisfied with the disposition of the grievance by the full Board, or if no disposition has been made within the period above provided, or if the Association opts to submit the grievance to arbitration following the Board Grievance Committee level, the grievance may be submitted to arbitration within 30 days before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to reply on evidence not previously disclosed to the other party. 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.
- I. The fees and expenses of the arbitrator shall be shared equally by the parties.

- j. If any teacher for whom a grievance is sustained shall be found to have been unjustly charged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such a grievance prior to the end of the school term or as soon thereafter as possible.
- L. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the teachers shall be the sole responsibility of the Association. It is recommended that a conference with the building principal and/or superintendent be held prior to initiating formal grievance procedures.

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ARTICLE 18

TEACHER RESPONSIBILITIES

- A. The teachers agree to abide by the following specific teacher responsibilities:
1. It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that are not in conflict with the terms of this Agreement. It is neither the function nor the right of the Association or individual teacher to assume administrative responsibilities.
 2. It is the responsibility of the Association and each individual teacher as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district.
 3. Teachers are required to be in their classrooms unless otherwise assigned during all their scheduled classes unless an emergency arises, in which case arrangements should be made for supervision of students.
 4. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evolution of a K-12 curriculum:
 - a. Faculty meetings
 - b. Pilot projects and curricular innovations for experimentation with new methods and/or materials.
 - c. Grade level meetings to discuss current policy, develop budget requests, or coordinate teaching efforts in a subject area.
 - d. Discussion periods with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
 - e. Previewing audio-visual materials.
 - f. Examination of new texts and teaching equipment.
 - g. Reading professional journals.

5. Attendance at all school functions held during the normal school day such as assembly programs, concerts, pep sessions, staff or grade level or departmental meetings, etc., is compulsory. Also, attendance at school functions outside the normal school day such as athletic contests, band concerts, Honors Convocation, Commencement activities, etc., is highly desirable.
6. Lesson plans should be written which are concise and clear, and which could be followed reasonably well by a substitute teacher. They should meet the needs of pupils on different levels of ability.
7. Teachers should at all times carry out responsibilities and duties conscientiously, such as advisorships of classes and other organizations, hall and recess supervision, etc., which are expected of teachers.
8. Teachers should make every effort to meet with parents for conferences to discuss pupil learning problems and other items of mutual concern, during conference hours or before and after school.
9. Objective evaluation of the progress of each pupil.
10. Observation of pupils in a variety of circumstances and recording of pertinent information for discreet use by teachers, counselors and principal.
11. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.

12. Extra-curricular activities contribute to the formal course of study, help **maintain** pupil morale and assist in establishment of good school-community relations. These duties should be shared by all faculty members.
13. Completion of designated clerical duties such as attendance sheets, **office** questionnaires, etc., completely and on time. The Board shall not require the CA60 forms to be processed and signed until the last day of each semester.

The above are educational responsibilities of all professional personnel. Violations of these responsibilities should never occur; however, if violations of the above responsibilities occur to the extent that the administration feels they detract from the overall educational program, an administrative reprimand would be made part of the evaluative process and would result in a condition of employment.

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ARTICLE 19

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of Teachers, selected by the Association, and School Board members working with the superintendent and principals of the school district. The Professional Study Committee shall investigate matters of mutual concern for the improvement of education. The Professional Study Committee shall meet a minimum of three (3) times a year, the first meeting to be scheduled before October 1st of the first semester. It shall be the joint duty of the Superintendent and the Association Committee Chairperson to schedule these meetings and develop the agenda.
- B. The Professional Study Committee shall be established to study such matters as:
1. Creating special job descriptions.
 2. Evaluating special curriculum programs.
 3. General curriculum development which would effect the continuing excellence of the L'Anse Area Schools.
 4. Inservice meetings or workshops.
 5. General school policies.
 6. Teacher evaluation mechanisms.
 7. Each teacher is encouraged to submit an idea/improvement to the Professional Studies Committee.

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ARTICLE 20

SCHOOL IMPROVEMENT

- A. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans.
1. Participation by the employee is voluntary.
 2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
 3. If meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. If SIP meetings or activities are mandatory and are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at his/her hourly rate for all time spent beyond the regular work day/year. Work scheduled beyond the regular work day/year shall be voluntary on the part of the employee unless modified by a specific provision of this agreement.
 4. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board.

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ARTICLE 21
DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 2008, and shall continue in effect for **two (2)** years. The termination date shall be midnight August 31, 2010.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

Chairperson

Chairperson

_____ *

1. _____ *

2. _____ *

3. _____

Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

*Board Negotiating Team

APPENDIX A

Salary Schedule A

2008-2010

Longevity Allowance

(Experience in L'Anse System)

2008-2010

2008-2009

2009-2010

10 years experience = 3.5% of Step 1, Column 1 = \$	1,108	+	1,127
15 years experience = 3.5% of Step 1, Column 1 = \$	2,216	+	2,254
20 years experience = 3.5% of Step 1, Column 1 = \$	3,324	+	3,381

Credit for teaching experience outside this school district may be allowed whenever the prior service of the teacher is deemed satisfactory, but full credit shall be given for the first five (5) years of teaching experience.

Promotion to the MA/MS and MA/MS plus scales will be limited to teachers attaining the degree in a related field. Such determination shall be made by the Superintendent of Schools. (This does not apply to anyone paid on the MA/MS or MA/MS plus scales in 1996-97.)

Only hours earned after the completion of an MA/MS degree requirements shall be counted to determine promotion to the MA/MS plus scales. (This does not apply to anyone paid on the MA/MS scales in 1996-97.)

The school nurse/nurse aide instructor shall receive a salary of 100% of the equivalent experience step on the teacher's BA-BS schedule providing he/she has a BS degree. If he/she does not have a BS degree, he/she shall be paid 85% of the equivalent experience step on the teachers' BA/BS schedule. In order to qualify for above compensation, the nurse/nurse aide instructor must work hours equal to other bargaining unit members.

Increment Pay

Each semester of successful teaching experience will earn one-half increment, up to the maximum established, at the beginning of each school year.

	BA-BS	2008-2009	SALARY	Schedule		
		BA-BS +18 Hours	BA-BS +30 Hours	MA-MS	MA-MS +15 Hours	MA-MS +30 Hours
STEP 1	31,648	32,912	33,901	34,923	35,965	37,046
STEP 2	32,912	34,232	35,261	36,320	37,406	38,527
STEP 3	34,232	35,601	36,667	37,773	38,901	40,068
STEP 4	35,601	37,024	38,137	39,282	40,460	41,671
STEP 5	37,024	38,503	39,662	40,852	42,078	43,341
STEP 6	38,504	40,048	41,248	42,490	43,761	45,075
STEP 7	40,048	41,649	42,895	44,186	45,509	46,875
STEP 8	41,649	43,312	44,613	45,954	47,333	48,750
STEP 9	43,312	45,047	46,397	47,790	49,224	50,698
STEP 10	45,047	46,850	48,251	49,704	51,194	52,726
STEP 11	46,850	48,722	50,184	51,612	53,241	54,835
STEP 12	49,461	51,411	52,925	54,496	56,105	57,767
		Longevity	10 years 1,108	15 years 2,216	20 years 3,324	

	BA-BS	2009- 2010		Salary	Schedule	
		BA-BS +18 HOURS	BA-BS +30 HOURS	MA-MS	MA-MS +15 Hours	MA-MS +30 Hours
STEP 1	32,202	33,488	34,494	35,534	36,594	37,694
STEP 2	33,488	34,831	35,878	36,956	38,061	39,201
STEP 3	34,831	36,224	37,308	38,434	39,582	40,769
STEP 4	36,224	37,672	38,804	39,969	41,168	42,400
STEP 5	37,672	39,177	40,356	41,567	42,814	44,099
STEP 6	39,178	40,749	41,970	43,234	44,527	45,864
STEP 7	40,749	42,378	43,646	44,959	46,305	47,695
STEP 8	42,378	44,070	45,394	46,758	48,161	49,603
STEP 9	44,070	45,835	47,209	48,626	50,085	51,585
STEP 10	45,835	47,670	49,095	50,573	52,090	53,649
STEP 11	47,670	49,575	51,062	52,597	54,173	55,795
STEP 12	50,327	52,311	53,851	55,450	57,087	58,778
		Longevity	10 Years	15 Years	20 Years	
			1,127	2,254	3,381	

APPENDICES B, C

The following procedure shall be followed with regard to the positions referred to in Appendices B and C:

1. Positions which become vacant by resignation, dismissal, or death will be posted.
2. Non-Association members will not be assigned to more than one head coaching position.
5. It is understood that no person filling a Schedule B or C position has a continuing right to an extra-curricular assignment.
4. Schedule 'B' and 'C' percents shall be calculated against the 2002-2003 salary schedule
5. Longevity in an extra-curricular position does not denote tenure.
6. Assignments will be made at the discretion and approval of the administration.
7. One-year contracts will be given to employees selected for schedules B and C. This contract does not imply or suggest any guarantee of future contracts and the District is under no obligation to hire anyone for any future year.

APPENDIX B

Schedule B
Fixed Flat-Rate Schedule
2008 through 2010

The pay rates for Schedule B shall be based upon the percentages existing for each sport on the 2005-2006 BA-BS Schedule, Column 1 for the first seven steps only. Experience will be recognized to Step 7, coaches less than Step 7 will continue to receive annual step increases to Step 7.

Step 1	30,267	Step5	35,407
Step 2	31,476	Step 6	36,823
Step 3	32,738	Step 7	38,299
Step 4	34,046		

Football:

Head	13.5%
Assistant	9.0
Jr. Varsity	8.5
Assistant Jr. Varsity	7.5
Jr. High Football	3.5

Basketball:

Head	13.5
Jr. Varsity	9.0
Freshman	6.0
Jr. High	3.5

Hockey:

Head	13.5
Assistant	9.0

APPENDIX B (Continued)

Schedule B (Continued)

Track:

Head	8.0%
Assistant	5.0

Volleyball:

Head	13.5
Junior Varsity	9.0
Freshmen	6.0

<u>Golf</u>	4.0
-------------	-----

Cheerleading:

Head	7.0
Assistant	5.0
Jr. High	2.0

Cross Country 4%

Any coach whose team advances in State Tournament play beyond the regular season because of its winning a District Final will receive \$100.00 per week until eliminated from play. (Any team that automatically plays in a District Competition is not a qualifier for extra compensation past the regular season) (Playoff in football-Regional in Basketball)

#####

Letter of Understanding

The L'Anse Education Association and the L'Anse District agree to the following contract change for the 2009-2010 contract year only. Article 4:1 will be changed to 27 biweekly pay periods from the current 26 pay periods. The pay periods will begin on Aug 28th 2009 and end of Aug 27th 2010. Contract amounts will be divided by 27 and paid bi-weekly to Association members. This change will allow the school to continue bi weekly pays to Association members without interruption. This is a one year agreement.

For The Association

Brenda Ballor
7-9-09 P/N Chair

Kristina Penfold
7/10/09

For The District

Ray Pasquali 7-9-09

APPENDIX C
Schedule C
2008 through 2010

Payments to teachers on Schedule C will be based on a percent of the 2005-2006 BA Schedule reflecting up through three (3) years of experience in that activity for 2003-2004. The maximum years will increase annually by one year until a maximum of six is attained.

STEP 1	30,267	STEP 5	35,407
STEP 2	31,476	STEP 6	36,823
STEP 3	32,738	STEP 7	38,299
STEP 4	34,046		

Music:

High School Band 8%
 Anyone, either newly employed or transferred internally as a music teacher/band director shall be required to accept the Schedule 'C' high school band extra-curricular activity under 'Music' as a condition of employment.

<u>Shop Maintenance</u>	3% (per person)
<u>VICA</u>	3%
<u>Yearbook</u>	6.5%
<u>School Play</u>	4%
<u>Debate</u>	3%
<u>Forensics</u>	2%
<u>High School Bowl</u>	1%
<u>Youth in Government</u>	1% (per person)
<u>SADD</u>	1%
<u>Chess</u>	1%
<u>Destination Imagination Coach</u>	1% (per person)
<u>Destination Imagination Coordinator</u>	2%
<u>Director of Guidance</u>	8.5%
<u>Jr. Class Advisor (1)</u>	4%

APPENDIX C (Continued)

Schedule C (Continued)

<u>Sr. Class Advisor (1)</u> (if senior class trip is continued) 4%	
(With no trip) 1%	
Multiple advisors split the stipend.	
<u>National Honor Society Advisor</u>	1%
<u>Detention</u> (non-school hours)	\$20.00 per hour
<u>Camp Nesbit</u>	2% (per person)
<u>Driver Education:</u> Outside of the school day and during the summer.	\$20.00 per hour

Department Coordinator/Head Teacher:

- A. Department Coordinator/Head Teacher may be established as follows:
1. Language Arts - (English, reading, speech, Foreign Language, drama, etc.)
 2. Science and Mathematics
 3. Social Studies
 4. Fine Arts - (Music, Art)
 5. Practical Arts - (Business, industrial/vocational education, home economics).
 6. Health and Physical Education
 7. Special Education
 8. C.J. Sullivan Elementary School department heads shall be a K-3 department head and a 4-5 department head.
- B. The above positions will be posted when vacant and will be reimbursed at the rate as per schedule C at 3.5% of Step 1 per year and up through 2 years experience.
- C. Job Descriptions for Department Coordinator/Head Teacher will be developed by the administration prior to posting.

The parties will negotiate the 2009-2010 calendar.

####

APPENDIX D
L'Anse Area Schools 2008-09 Calendar

AUGUST

M	T	W	TH	F
25	26	27	28	29

SEPTEMBER

M	T	W	TH	F
1	(2)	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER

M	T	W	TH	F
		1	2	3
6	7	8	9	(10)
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER

M	T	W	TH	F
3	4	5	<u>6</u>	<u>7</u>
10	11	12	13	14
17	18	19	20	21
24	25(26)	(27)	(28)	

DECEMBER

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
(22)	(23)	(24)	(25)	(26)
(28)	(29)	(30)	(31)	

JANUARY

M	T	W	TH	F
			(1)	(2)
5	6	7	8	9
12	13	<u>14</u>	<u>15</u>	<u>16</u>
19	20	21	22	23
26	27			

FEBRUARY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12(13)	
(16)	17	18	19	20
23	24	25	26	27

MARCH

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	<u>27</u>
30	31			

APRIL

M	T	W	TH	F
			1	2
(6)	(7)	(8)	(9)	(10)
(13)	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	18	19
22	23	24	25	26
<u>27</u>	<u>28</u>	<u>29</u>	30	

() = Non-attendance days.

7 = Half Day for Students.

The teaching staff will be guaranteed a minimum of 174 days.

Note: Snow days will be made up at the end of the school year if necessary.

APPENDIX D (Continued)

2008-2009

August 26	1 st Day Teachers
September 1.....	Labor Day
September 2	1 st Day of School for Students
October 6	Progress Reports
October 10	Inservice
October 31	End of 1 st Marking Period
November 6.....	PT Conf. 12:30-3:30 5:00-8:00
November 6.....	½ Day In-Service – dismissal at 11:55 a.m.
November 7	½ Day In-Service – dismissal at 11:55 a.m.
November 26, 27, 28	Thanksgiving Recess
December 1	Progress Reports
December 22 – January 4.....	Christmas Break
January 5	Classes Resume
January 14, 15 & 16.....	Semester Exams – A.M.
January 19	Start of 2 nd Semester
February 13-16	Mid Winter Break
February 17.....	Progress Reports
March 10	Inservice Jr.'s Only
March 20	End of 3 rd Marking Period
March 26	Parent-Teacher Conferences (5:00-8:00 p.m.)
March 27	11:55 a.m. Dismissal Students & Staff

April 6 – April 13Spring Break

May 2 PROM

May 18Honors Convocation

May 27, 28, 29 Final Exams

May 29 GRADUATION

NOTE: Snow Days will be made up at the end of the school year if necessary.

<u>TOTALS</u>	170 Student Days (Includes 7 half-days)	First: September 2, 2008 Last Day: May 29, 2009
	174 Teacher Days.....	First: August 26, 2008 Last: May 29, 2009

#####

D.3

APPENDIX E

School Improvement Program

Reimbursement Request

REQUIRED ACTIVITY _____

| **DATE** _____ *To Be Completed by Business Office*

| **TIME** _____ *Contract Amount* _____

| Travel _____ *Hourly Rate* _____

| Program _____ *Approved Hours* _____

| **TOTAL** _____ *Compensation* _____

| **OTHER EXPENSES** *Other Expenses* _____

| Meals _____ *TOTAL* _____

Mileage _____

Fees _____

NAME _____

DATE _____

AUTHORIZED BY _____

Building Principal/Superintendent

DATE _____

All School Improvement Program reimbursement requests must be submitted for payment within two (2) weeks following the School Improvement Activity.

#####

E.1

APPENDIX F

L'Anse Area Schools

Agreement with Job Sharing/Reduced Time Participants

Employment conditions for participants in the Job Sharing/Reduced Time Program with the L'Anse Area Schools are as follows:

1. The Job Sharing/Reduced Time Agreement will be for the contractual year (as noted below). In order to continue in the program, the employee must reapply for the next contractual year.
2. The employee reserves the right to return to full-time service the following year.
3. The district retains the right to establish the daily work schedule.
4. Reimbursement shall consist of the prorated payment of salary, retirement and medical insurance premiums. Proration of salary and benefits shall be at the same fraction as that worked.

School Year

Percentage of Time Worked

Name

Job Sharing Partner

Placement

The conditions as outlined above are acceptable.

Date

Board of Education

Date

Employee

#####

APPENDIX G

Tuition Reimbursement

The Board shall budget **\$1,500** annually for tuition reimbursement. Any tenured teacher, receiving prior approval from the superintendent, taking courses beyond the required number for certification, shall be reimbursed for tuition costs at a rate of **\$75** per credit hour up to **\$150**. It will be based on a first come, first serve basis. Reimbursement is payable upon proof of successful completion. Proof shall be based on the district receiving a grade from the staff member or university.

The course must be related to the staff member's major or minor field, or receive the approval of the superintendent.

At the end of the fiscal year (June 30), any remaining funds will be used to reimburse those tenured teachers for credit hours not covered (paid) under the initial reimbursement plan.

The total number of unpaid credit hours will be divided into the remaining funds, each unpaid hour receiving an equal share, to a maximum of \$50 per credit hour.

APPENDIX G (Continued)

Tuition Reimbursement Application

I am interested in making application for tuition reimbursement at the rate of \$75 per credit hour, up to \$150.

_____	_____
Course Name	Course Number
_____	_____
University	Credit Hours
_____	_____
Course Description	Major Field _____
	Minor Field _____

If course is not in your major or minor field, please explain rationale for taking the course.

Date course is to be completed: _____

Date application submitted: _____

Signature: _____

Superintendent: _____

_____ Approved
_____ Disapproved

#####

APPENDIX H

GRIEVANCE REPORT FORM

=====

Grievance # _____ School District Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

=====

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

C. Disposition by Principal _____

Signature _____ Date

D. Position of Grievant and/or Association _____

Signature _____ Date

GRIEVANCE REPORT FORM (Continued)

Grievance # _____

=====

STEP II

A. Date Received by Superintendent or Designees _____

If additional space is needed in reporting Sections B1 and 2 of Step I, attached an additional sheet.

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

GRIEVANCE REPORT FORM (Continued)

Grievance # _____

=====

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Aware of Arbitrator _____

Signature

Date

**NOTE: All provisions of Article _____ of the Agreement dated _____, 20__
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.**

L'ANSE AREA SCHOOL DISTRICT
RETIREE BENEFICIARY FORM

The name and address listed below indicate my surviving designated beneficiary in accordance with the insurance provisions specified in **ARTICLE 11 , A.4** of the **MASTER AGREEMENT** between the L'ANSE EDUCATION ASSOCIATION C.C.E.A./M.E.A./N.E.A. and THE L'ANSE AREA SCHOOL DISTRICT BOARD OF EDUCATION.

Name of designated beneficiary

Street Address

City, State and Zip Code

Retiree's Signature

Date

MEMO OF UNDERSTANDING

June 9, 2009

In the 2008-2010 Master Agreement between the LEA and L'Anse Board of Education, Appendix G, page G.1, the following is understood by both the LEA and Board.

In the last round of contract negotiations, the reimbursement for tuition for acceptable credits was changed from \$50 to \$75 per credit hour up to \$150.

However, the last sentence of Appendix G should also have been changed "to a maximum of \$75 per credit hour." It is currently still at \$50 in the contract. Both the LEA and Board agree that new amount shall be \$75, which was the intent of the agreement.

LEA representative signature _____ Date _____

Administration representative signature: _____ Date _____