

ARTICLE 1 RECOGNITION

Section 1.1 **Collective Bargaining Unit.**

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, as amended, for all Certified Teaching Personnel under contract with the Board in the following positions:

classroom teachers, librarians, counselors, special education teachers, school psychologist, consultants working with students, but excluding all substitute personnel, all adult education, principals, superintendents, supervisory and executive personnel, social worker and other contracted personnel not holding teaching certificates nor assigned regular classroom duties, administrative and clerical personnel, aides, custodial and transportation personnel

Section 1.2 **Teacher Definition.**

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

Section 1.3 **Negotiation Prohibition.**

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

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 **Reserved Rights.**

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

- (a) ...to the executive management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees;
- (b) ...to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; subject to the provisions set forth in Articles 6, 7, 8, and 9;
- (c) ...to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (d) ...to decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; the Board will consult with the teachers in the affected area with respect to these matters;

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

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

ARTICLE 3 TEACHER AND ASSOCIATION RIGHTS

Section 3.1 **Protected Rights.**

Pursuant to the Public Employment Relations Act ("PERA"), as amended, the Board agrees that those employees, represented by the Association as defined in Article 11, except those excluded in Article 1, of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation on subject matters included in said Act. As a duly elected body exercising governmental power under Michigan law, the Board agrees that it will not directly nor indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by PERA, as amended, 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 wages, hours, and any other terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or as to any terms or conditions of employment. The Association agrees that it will not discriminate against any teacher who is not a member of the Association, but who is being represented by it.

Section 3.2 **Rights of Citizenship.**

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

Section 3.3 **Use of School Facilities.**

The Association shall have the right to use school buildings and equipment, without rental charge, for the purpose of conducting Association business. Such equipment shall be audio-visual and general office equipment which is normally available for teacher use. The Association agrees to abide by the rules and regulations established by the Board for use of school buildings and equipment. The Association shall pay for the cost of all materials, supplies and extra maintenance and services incident to such use.

Section 3.4 **Inter-School Mail.**

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

Section 3.5
Public Information.

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

Section 3.6
Fiscal Information.

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

Section 3.7
Association Business Leave.

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

Section 3.8
Association Business During School.

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

Section 3.9
Master Agreement.

Copies of the Agreement will be available on the District Website.

ARTICLE IV
SCHOOL CALENDAR

Section 4.1
Negotiation of School Calendar.

The Board and the Association agree that they will negotiate all aspects of the school calendar that are legally bargained. The school calendar shall be set forth in Schedule C, and there shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

If the calendar and other provisions of this Agreement creates a condition whereby the District does not meet the requirements of the State of Michigan for instructional hours, instructional days, or professional development days, the provision(s) will be immediately amended by the Superintendent and Association President to assure compliance. Such amendments will not result in additional cost to the District.

Section 4.2
Snow Days.

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

Section 4.3
Lost School Days.

All days lost to weather or other events that cannot be controlled by the District shall be made up at no cost to the District for employee expenses if the lack of such make up would cause a reduction in State funding.

ARTICLE 5
PROFESSIONAL COMPENSATION

Section 5.1
Salaries.

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

Section 5.2
Pay Periods & Schedule B Activities Pay Periods.

The salary schedule is based upon a normal week teaching load, as hereinafter defined, for the school calendar year during normal teaching hours.

Teachers shall be paid in equal installments distributed bi-weekly throughout the calendar year. A teacher may apply to have pay prorated over twenty-one (21) pays instead of twenty-six (26). Such a request must be filed no later than thirty (30) days prior to the beginning of the first day of school. Any new teacher hired with less than thirty (30) before the beginning of school may make such determination at the time of hire.

For the 2015/16 school year, the date of the first pay will be August 28, 2015.

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

Section 5.3
Pay At End of School Year.

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

Section 5.4
Release From Duties.

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

Section 5.5
Reporting for Work.

Teachers are expected to report for work at their buildings and to put in a full day unless otherwise notified by the administration. For each day a teacher fails to report, he/she will have his/her salary deducted by an amount equal to the prorated daily rate, including the holidays approved in this contract.

Section 5.6
Pay for Less Than Full Year.

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

Section 5.7
Pay Upon Leaving System.

Teachers leaving the school system at the end of the academic year may collect the balance of pay due them in a lump sum.

Section 5.8
Mileage Allowance.

Teachers required to drive their personal automobiles in their regular work assignment shall receive a mileage allowance of forty-one cents (\$.41) per mile.

Section 5.9
Holiday Eligibility.

A teacher must work the working day before and the first working day after a paid holiday in order to receive pay for that day. An exception will be Labor Day, when only the working day after must be worked. A teacher on leave according to Articles 10, 11, 12 and Section 13.2 and 13.3 of Article 13 will receive pay for the holiday as if he/she were in attendance.

ARTICLE 6
TEACHING HOURS

Section 6.1
Normal School Day.

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

Section 6.2
Professional Hours.

Teachers shall make themselves available outside the normal school day (as defined in Section 7.1) excluding weekends and holidays, for meetings, curriculum study and planning and other school-related activities which are educationally oriented, and such meetings, etc., shall not exceed three (3) hours per month. Teachers are not obligated to attend "optional meetings". By definition, an "optional meeting" may be used for discussion purposes only, not for building decision-making regarding the daily procedure of school (including, but not limited to: scheduling, curriculum, procedural rules). Teachers not in attendance at "optional meetings" will have the opportunity for input and an equal voice in the decision-making process.

Each required attendance at after-school musicals and family activity nights will satisfy one hour of the three-hour-per-month requirement. Events common throughout the school district (i.e. Back to School Night, Kindergarten Roundup, Sneak-Peak, transition activities, and conferences) shall not count toward the three-hour-per-month requirement.

Section 6.3
Preparation Periods.

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

- (a) Elementary teachers shall use for preparation all time during which recess, music, art, and physical education have been scheduled.
- (b) The following are regularly scheduled in the elementary schools and should be used as minimum times:

K-5	<u>PHYSICAL EDUCATION</u> 30 min. twice a week	<u>VOCAL MUSIC</u> 30 min. twice a week
K-5	<u>ART</u> 60 min. every week	
K-2	<u>TECHNOLOGY*</u> 30 min. every week	<u>LIBRARY*</u> 30 minutes every week
3-5	<u>COMPUTERS*</u> 60 min. every week	

*Contingent on being able to find certified teachers to fill the positions. Association members will work with administrators to find certified and qualified applicants. These positions will be one-year bargaining unit contract positions with compensation at an hourly rate equal to that found in the Master Agreement under Schedule B, section E, subsection 3. It is the understanding of both the Association and the Board of Education that their mutual goal is to eventually compensate for these positions at the appropriate contract salary schedule payment (noted in Schedule A) and full benefits as all other Association members when the District is in the financial position to do so.

Regardless of what subject areas may be used for provision of preparation periods in the future, the amount of preparation time provided for each elementary classroom teacher shall not fall below a minimum of 240 minutes per week. This 240-minute minimum requirement does not include recess periods. If State or federal mandate necessitates an increase in teaching any of the subject areas noted above, the time requirements of the other areas may be adjusted to accommodate the change.

- (c) Elementary classroom teachers shall have input and involvement with the scheduling of Physical Education, Art and Music. At least one teacher from each grade level (K-5) shall represent the opinions of teachers at that grade level for the purpose of scheduling.
- (d) High School and Middle School classroom teachers shall use at least one designated class period for preparation.

Section 6.4
Secondary Teacher Loads.

It is understood that, in the present trimester system of five (5) classes per day and three (3) trimesters per year, the normal secondary teaching load consists of four (4) academic classes per trimester. This is the schedule required by contract.

If a teacher is asked to teach a fifth class in a trimester, the following procedures must be observed:

- (a) The teacher has the right to refuse the fifth class.
- (b) The teacher who agrees to teach a fifth class in a trimester will be compensated at 8% of her/his salary step.

Section 6.5
Lunch Periods.

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

Section 6.6
Teacher Aides.

In the elementary buildings, aides will be provided to supervise the lunch period and one (1) recess period per day.

Section 6.7
Substitutes.

When a teacher is unable to report for duty, a substitute will be furnished to fulfill the teacher's teaching responsibility. (See Section 25.2, F. 2.)

Section 6.8
Elementary Recess.

All elementary classroom teachers will be given a duty free fifteen (15) minute recess period. Those teachers desiring an additional recess period for students needing it may supervise students working on interpersonal skills during the afternoon or morning opposite their duty free recess. Teachers (excluding Art, Physical Education, Special Education and Vocal Music) may work together to share the coverage during these periods, providing not more than 90 students per supervising teacher are in the work group. Other arrangements may be made with the approval of the building principal. This section does not refer to lunch period recess (see Section 6.5).

ARTICLE 7 TEACHING CONDITIONS

Section 7.1

Primary Duty of Teacher.

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

Section 7.2

Student-Teacher Ratio.

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

The elementary building principal should take into consideration all the aspects of student placement, including, but not limited to, academic, behavioral, and student dynamics, before changing a student from one classroom to another during the summer. Every attempt should be made to equalize the class sizes per grade level throughout the District. While the staff recognizes that school of choice requests and special needs may cause some differences, every attempt should be made to not exceed the maximum recommended class sizes. Elementary class sizes for Physical Education, Vocal Music, and Art should not exceed the recommended maximum number of students, except in preparation for performances or by individual teacher preference (Physical Education, Vocal Music, and Art).

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

It is recommended that the number of special education students, students identified as having an attention deficit disorder (ADD), attention deficit hyperactivity disorder (ADHD), and habitually disruptive students comprise no more than 25% of a K-5 classroom population. It is further recommended that the number of special education students comprise no more than 25% of a 6-12 classroom population. Also, the number of special education students will comprise no more than 49% of any K-12 inclusion special education room.

When scheduling elementary students, every reasonable effort will be made to balance numbers of special education, at-risk, and Title I students across grade-level classrooms within a building.

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

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

The Administrative Review Board shall consist of:

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

Recommended maximum class sizes:

ELEMENTARY - (Grades K-5):

<u>K, Grades 1, 2</u>	<u>22 Maximum</u>
<u>Grades 3, 4, 5</u>	<u>25 Maximum</u>

SECONDARY - (Grades 6-8):

<u>Grades 6-8</u>	<u>25 Maximum</u>
<u>Basic Classes</u>	<u>18 Maximum</u>
<u>Art</u>	<u>24 Maximum</u>
<u>Physical Education</u>	<u>30 Maximum</u>
<u>Swimming</u>	<u>20 Maximum</u>
<u>(Plus 10 for each certified lifesaving individual provided)</u>	
<u>Industrial Education</u>	<u>24 Maximum</u>
<u>Computers</u>	<u>26 Maximum</u>
<u>Home Economics</u>	<u>24 Maximum</u>
<u>Foreign Language</u>	<u>25 Maximum</u>
<u>(Work stations may be considered in the above.)</u>	

SECONDARY - (Grades 9-12):

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

<u>Art</u>	<u>24 Maximum</u>
<u>Business Education:</u>	<u>24 Maximum</u>
<u>English CP Literature</u>	<u>25 Maximum</u>
<u>English CP Writing</u>	<u>20 Maximum</u>
<u>English General Literature</u>	<u>25 Maximum</u>
<u>English General Writing</u>	<u>20 Maximum</u>
<u>Remedial Reading</u>	<u>15 Maximum</u>
<u>Speech</u>	<u>23 Maximum</u>
<u>Foreign Language</u>	<u>25 Maximum</u>
<u>Home Economics</u>	<u>24 Maximum</u>
<u>Industrial Technology</u>	<u>22 Maximum</u>

<u>Mathematics</u>	<u>26 Maximum</u>
<u>Computer Science</u>	<u>24 Maximum</u>
<u>Strength and Conditioning (PE/Health)</u>	<u>26 Maximum</u>
<u>Physical Education (all except Strength/Conditioning and Outdoor Education)</u>	<u>35 Maximum</u>
<u>Science</u>	<u>4 students per work station Maximum</u>
<u>Social Studies</u>	<u>28 Maximum</u>
<u>Health</u>	<u>28 Maximum</u>

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

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

Section 7.3
Equipment and Supplies.

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

Section 7.4
Status of Requisitions.

The administration shall communicate, in writing, as to the status (not necessarily approval or disapproval) of all requests concerning Section 7.3 within thirty (30) days from the date of submission to the Administrator. This communication shall be directed to the individual making the request.

**ARTICLE 8
VACANCIES, PROMOTIONS AND TRANSFERS**

Section 8.1

Notice of Vacancies and New Positions Not Regulated by the Tenure Act.

The Board and the Association agree that transfer within the system may be desirable for the continuity of education. Notice of all vacancies and new positions shall be given to all teachers by means of the School Bulletin during the school year, and to the President of the Association or his/her designate, during all times school is not in session.

Section 8.2

Transfer to Non-Bargaining Unit Positions.

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

**ARTICLE 9
SICKNESS AND DISABILITY LEAVE**

Section 9.1

Sickness and Disability Leave.

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

- (a) Each teacher shall be credited with ten (10) days of sick leave each year with pay. The unused portion shall accumulate without limit.
- (b) Sick leave for employees who have worked only part of the year: A teacher who works only part of the year by virtue of late entrance into the system shall be granted a total sick leave allowance for that year equal to one (1) day per month for each month, or part thereof worked.
- (c) Accumulated sick leave days shall be available to employees at the beginning of the year as soon as they report for work.
- (d) Teachers on sick leave will be paid for holidays when the employee's sick leave extends over the holiday period.
- (e) Teachers using sick leave (e.g. Maternity/Paternity disability, recovery from surgery, etc.) will not have sick leave deducted for an "Act of God" day when the District receives State Aid for the day. When the District does not receive State Aid for the day, the sick day will only be issued for the scheduled make-up day. Teachers on continuing sick leave (e.g. maternity/paternity disability, recovery from surgery) will not have their leave extended due to an "Act of God" day.
- (f) The teacher must assume the responsibility of notification when he/she expects to be absent. The following procedure will be followed:
 - 1. If you are absent, you need to fill out an employee leave request form.

2. It is the teacher's responsibility to secure a substitute by entering the absence request information directly into the online substitute management system.
3. If you become aware that you won't be reporting to work after 6:00 a.m. (immediate emergency) it would be appreciated if you also call the appropriate building number and leave the absence information with the principal or building secretary.

Teachers who are absent shall notify the principal's office no later than the end of the regular school day, if possible, to report whether or not they expect to report for work the following day in order that the substitute teacher may be retained or not retained unless the teacher expects to be absent for five (5) days or more, under doctor's orders. If a substitute reports for work because the regular teacher has failed to give notice, the substitute will receive one half (1/2) day's pay to be deducted from the regular teacher's salary.

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

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

The Board may, at its discretion, require any certified school employee to submit to a physical and/or psychological examination at any time, by a physician designated and paid for by the Board. If the choice of the examiner is not agreeable to both the Board and the teacher involved, the Board of Education's Negotiations Team and the Association's elected officers shall select a qualified medical examiner. If a decision cannot be reached by this method, each group will nominate two (2) qualified medical examiners and from this group of four (4), one (1) shall be selected in a blind draw. The draw shall be made by the current Association President, or designated LEA representative. The draw shall take place after no more than ten (10) days from the first day of discussion.

Section 9.2 **Family Illness.**

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

Section 9.3 **Immediate Family Defined.**

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

Section 9.4
Sick Bank.

- (a) The Board and the Association agree to establish a sick bank whereby each full-time teacher gives one (1) day per year. No additional days will be added to the sick bank the following year if, by June 30 of any one year, the bank contains 400 or more days. In Emergency cases, when the sick bank is depleted during the school year, the Association shall have the authority to assess its membership the needed days to replenish the bank.
- (b) All requests by a teacher for sick bank use shall be in writing and copies shall be provided to the Association and the Superintendent.
- (c) Every full-time teacher is eligible to borrow from the sick bank when all of her/his sick days and personal days are depleted for reasons of personal illness or disability; and he/she has used personal sick leave for personal illness or disability related to the sick bank request for ten (10) days or more that year (nine [9] during years in which one day is charged to each teacher to replenish the sick bank). Ninety (90) consecutive days will be guaranteed to each teacher during any year or consecutive years. Once the ninety (90) consecutive days are drawn, in order for the teacher to qualify for any more days from the bank, such teacher shall have worked at least thirty (30) days.
- (d) If the staff member does not have the ten (or nine) sick days, he/she may use personal leave or unpaid leave to satisfy the ten (nine) day requirement.
- (e) For any/all days borrowed from the sick bank, the Board may require a physician's statement verifying the illness or disability. The Board shall pay the expenses if the teacher's physician is not acceptable to the Board.
- (f) Upon borrowing days from the sick bank, the teacher is obligated to pay these days back to the bank at a rate of three (3) days per year above the one (1) day that all teachers give to the bank each year as needed.
- (g) If upon retirement a person owes days to the sick bank, her/his accumulated leave days shall be spent to reimburse the sick bank. If there are still days owed after exhausting the person's accumulated leave, the debt shall be cancelled.
- (h) Upon departure from the District for reasons other than retirement, all unused sick days will be added to the sick bank. If a teacher owes days to the sick bank, these days shall be taken from her/his accumulated personal sick leave. The remainder, if any, shall be added to the sick bank.

ARTICLE 10
PERSONAL LEAVE

Section 10.1
Personal Day.

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

Teachers who enter the service of the District for part of the year will have personal days prorated to the nearest whole day.

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

- (a) This leave shall not be taken the day before nor after a vacation or holiday.
- (b) No more than two (2) personal days may be taken in succession.
- (c) If a personal day is to be requested for the day(s) before or after a vacation or holiday period, the request must come to the Superintendent for approval. If the sole purpose of the requested day(s) is to extend the holiday or vacation period (either for travel or extra days of vacation) the request will be denied.
- (d) In the event of an emergency, in the sole discretion of the Superintendent, additional personal day(s) may be granted and charged to sick leave.
- (e) If an "Act of God" day occurs on a teacher's scheduled personal day, the teacher shall not be charged that personal day.

Section 10.2
Schedule of Personal Days.

The following schedule shall be used in computing leave days:

0-7 years of service to the District - three (3) personal days, and a reduction of one (1) sick day from the annual allocation

8-15 years of service to the District - three (3) personal days

16 years and over - four (4) personal days, and a reduction of one (1) sick day from the annual allocation

Section 10.3
Unused Personal Days.

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

ARTICLE 11
FUNERAL LEAVE

Section 11.1
Funeral Leave.

When a death occurs in the employee's immediate family, the employee will be allowed a maximum of five (5) working days for the purpose of attending the funeral and making appropriate arrangements. The employee will be compensated at his/her regular salary rate, although employee must arrange with his/her administrator before such leave.

Section 11.2

Immediate Family Definition.

The employee's immediate family shall include: Spouse, children, siblings, parents, grandparents, mothers- or fathers-in-law, and brothers- and sisters-in-law, or a claimed dependent as defined by the Internal Revenue Service who is on the employee's income tax return as a dependent.

Section 11.3

Additional Funeral Leave.

Funeral leave beyond five (5) days granted above may be taken from sick leave.

Section 11.4

Unusual Funeral Leave.

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

**ARTICLE 12
LEAVES OF ABSENCE**

Section 12.1

Leaves of Absences Without Pay.

Continuing tenure employees shall be allowed leave of absence in accordance with Section 2 of Article V of the Teachers' Tenure Act, as amended. All leaves of absence are without pay except as defined in Sections 12.2 and 12.3.

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

Section 12.2

Leaves of Absence With Pay.

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

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

Section 12.3

Jury Duty.

(leave of absence for jury duty or when subpoenaed as a witness)

The teacher shall be paid the difference between his/her hourly rate and the amount paid by the court, not to exceed thirty (30) days in any calendar year.

Section 12.4

Chronic Illness Leave.

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

Section 12.5

Educational Leave.

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

Section 12.6

Maternity/Paternity Leave.

- a. If the employee does not request a leave of absence, she may be permitted to work until the ninth month provided that she performs all duties and functions of her position on the same basis as expected of any other employee.
- b. If the employee desires a paid leave of absence for post-natal care, she/he must file a written request with the personnel office no later than the beginning of the ninth month. Such leave shall be available to use for non-medical reasons up to an eight (8) week post-natal period, to run concurrent with Family Medical Leave Act (FMLA) provisions. If additional post-natal recovery is required, it shall be granted upon the authorization of a physician as unpaid leave subject to the express terms of the bargaining agreement, and concurrent with FMLA provisions. All accumulated leave days must be exhausted before sick bank days can be used for an employee's paid maternity/paternity leave period.
- c. Maternity/Paternity leaves may extend to a maximum of one year and may be extended upon written request for a second year. Such leave may not extend beyond the second year.
- d. Leaves, in lieu of Maternity/Paternity leave, will be granted upon request in cases of adoption.
- e. If the Association sustains a loss by reason of any legal action taken against it by reasons of enforcement of Section 12.6, designated "Maternity/Paternity Leave," the Board agrees to indemnify said Association for any such loss, to the extent allowed by law.

Section 12.7

Sabbatical Leave.

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

- (a) Applicant must hold a life or permanent certificate and have completed requirements for the Bachelor's Degree;
- (b) Applicant must have completed seven (7) consecutive years of satisfactory service as a full-time employee in the District, in the opinion of the Board;
- (c) A sabbatical leave can be granted only one (1) time during the teacher's employment in the District;
- (d) Only two (2) persons may be granted sabbatical leave each school year;
- (e) When a sabbatical is granted, it shall be for a complete school year, and the person on leave, among other requirements, must carry a full academic load as per attending college policy;
- (f) As a condition to receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he/she will remain in the service of the District for a period of three (3) years after the expiration of said leave;
- (g) If the Board does not accept the committee recommendations, then the committee shall have an opportunity (within thirty [30] calendar days) to recommend another person if they had made application prior to March 1st of the current school year.

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

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

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

- 1. The entire compensation for the staff member on sabbatical leave shall be one-half (1/2) of the Schedule A salary he/she would receive if on active staff status for the period in which the leave is effective;
- 2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board for payment to other members of the professional staff;
- 3. A term of sabbatical leave shall entitle an employee to an automatic salary increment at the beginning of the next full year of school following his/her return to service in the system;

4. Sick leave, in accordance with the terms of the Agreement, will continue to accrue to employees on sabbatical leave;
5. Any employee granted a leave of absence pursuant to this policy, may be required to perform such services and to engage in such activities during the leave as the Superintendent may impose, in writing;
6. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Office of Retirement Services;
7. An employee shall not be considered as having completed the requirements of the sabbatical leave until reports have been approved by the Superintendent and transmitted to the Board. Requirements shall include two (2) written reports to be submitted--one at the mid-point of the leave, and a final report to enable the Superintendent with counsel of the sabbatical committee to determine that the leave is being utilized in the approved manner and that the applicant is fulfilling the agreement of the leave. If at any time evidence has determined the leave is not being utilized as per the approved agreement, the Board may upon ten (10) calendar days' notice terminate such leave. Pregnancy may be considered a valid cause for termination of sabbatical leave;
8. Said teacher may be entitled to participate in any other benefit that may be provided for by rules and regulations of the Agreement, except that the Board shall not be liable for death or damages sustained by any teacher while on sabbatical leave;
9. If an employee does not remain in the District for three (3) years immediately following his/her sabbatical leave, he/she shall repay the Board the fraction of the amount granted as that fraction of three (3) years of the unfilled period of service. This rule does not apply in cases where the person is unable to work or in cases where the rule is waived by the Board.

Section 12.8

Special Service Leave.

Tenured teachers with five (5) or more years of service may request a one (1) school year personal leave of absence. Such request shall be submitted to the Superintendent prior to April before the school year when the leave is desired. The Superintendent shall consider all relevant factors in determining whether the leave should be granted. The decision of the Superintendent shall be final and not subject to challenge. If the leave is granted, it shall be granted without pay or benefits provided, however, all accrued benefits shall be frozen as of the date of the leave of absence. Request for reinstatement shall be made by the teacher not later than March 1st during the leave of absence year. Upon reinstatement, the teacher shall be restored to the same position on the salary schedule as when the teacher left, and shall be entitled to other benefits accrued prior to said leave.

No credit shall be given on the salary scale or for accumulation of benefits for the leave of absence year.

A second year of absence may be recommended by the Superintendent for final approval of the Board. The same timelines are required for the second year request as with the first year.

ARTICLE 13 RETIREMENT

Section 13.1

Retirement Benefits.

Upon retirement from the Ludington Area School District, a retiree will be given retirement pay according to the following schedule for years of service, to be deposited into a 403B, 457, HSA or other tax sheltered plan allowable under the law.

\$100 per year for years 1 through 10 of service to the LASD;
\$150 per year for years 11 through 20 of service to the LASD;
\$200 per year for years 21 and over of service to the LASD thereafter.

In order to qualify for this benefit, an employee must inform the Superintendent of her/his retirement in writing no later than the last day of the trimester prior to the employee's final trimester of service.

Section 13.2
Accumulated Sick Days.

Upon retirement, for each accumulated sick day, a teacher will be reimbursed within 30 days of her/his last day worked at the following rates:

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

A sick day will be determined by full days.

Section 13.3
Purchase of Retirement Years.

The Board shall pass a resolution allowing teachers to purchase, through payroll deduction, service credit toward retirement. Such purchase will follow all current IRS requirements, in reference to taxability. (See Attachment A attached to the back of the Agreement.)

ARTICLE 14
PROTECTION OF TEACHERS

Section 14.1
Support of Teacher Discipline.

The Board recognizes its responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian to students who are continually disruptive and detrimental to a positive learning environment. Teachers shall not be charged with responsibility for psychotherapy. When, in the opinion of the Board, it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such student.

Section 14.2
Assault on Teacher.

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

Section 14.3

Suits Against Teachers.

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

Section 14.4

Liability Insurance.

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

Section 14.5

Worker's Compensation.

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

Section 14.6

Notice of Complaint.

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

Section 14.7

Student Safety.

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

Section 14.8

Harassment.

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

Section 14.9

Personnel Files.

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

1. TB test and medical information;

2. All teacher evaluation reports;
 3. A copy of teaching certificate, if provided by teacher;
 4. Letters related to teacher's performance;
 5. Copy of transcript of academic record, if furnished by teacher;
 6. Tenure recommendation;
 7. Where a communication relating to teacher is placed in file, a copy thereof will be sent to teacher, and any response thereto will also be placed in file.
- (b) Access to teacher's personnel files shall be limited to appropriate administrative staff and the Superintendent's secretary. Additional access shall only be allowed as specifically required by law or court order.
- (c) All requests for information regarding bargaining unit employees under the Freedom of Information Act (FOIA) will follow all state and federal laws that apply to FOIA. Any person other than those noted in (b) above will follow all appropriate FOIA requirements and will be required to sign a log sheet attached to the inside cover of each teacher's personnel file. The said teacher and Association president will be notified immediately after a request for the records is secured. If that teacher cannot be reached, the ten (10) day extension allowed by law will be granted.

Section 14.10

Loss of Personal Property.

The Board agrees to reimburse any teacher up to One Thousand Dollars (\$1,000.00) per year for personal property losses incurred by the teacher due to fire, vandalism, theft, etc., while said personal property was on school premises, and being used by the teacher for instructional purposes on a temporary or continuing basis. Before a teacher may claim such reimbursement he/she must have filed a description of the personal property and a statement of value with his/her principal prior to the loss. The Board shall not be obligated to reimburse any teacher for personal property losses which are due to the teacher's negligence in taking care to ensure the safety of said property.

ARTICLE 15 GRIEVANCE & ARBITRATION PROCEDURE

Section 15.1

Grievance Procedure.

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

- (a) A complaint or request is presented orally to the Board's representative by the teacher, group of teachers or the Association representative within eight (8) days of the violation, misinterpretation or misapplication or within eight (8) days of the discovery thereof.

- (b) The Board's representative will present a reply within two (2) days following the receipt of the oral complaint or request. A non-response will be considered to be a negative reply.

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

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

Section 15.2

Administrative Grievance Meetings.

Within two (2) days of receipt of the written grievance, the Principal shall meet with the designated representative of the Association in an effort to resolve the grievance. It shall not be mandatory for the teacher to be present at such meetings. If the meeting is with the Principal and the parties cannot agree, the grievance shall be transmitted by the Association within five (5) days after receipt of the grievance to the Superintendent who shall have seven (7) days to approve or disapprove it, and give written notice to the designated representative of the Association. The Association will have seven (7) days to transmit the grievance to the Board Secretary.

Section 15.3

Board Grievance Hearing.

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

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

Section 15.4

Arbitration.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time period provided, within fifteen (15) days after receipt of the decision of the Board, the grievance, upon written notice to the Board, may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification, he/she shall be selected by the American Arbitration Association in accordance with its rules which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any

ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, modify, add to, or subtract from the terms of this Agreement, nor shall he/she order back-pay retroactive beyond the date of the cause of action, and shall deduct from such back-pay an amount equal to any compensation the grievant may have drawn during the period in question from other sources. The Arbitrator shall not rule on the merits of any grievance which involves a prohibited or illegal bargaining subject under PERA. Any decision issued by the Arbitrator shall comply with the Michigan Uniform Arbitration Act. MCL 691.1681.

Both parties agree to be bound by the award of the arbitrator and agree that the judgment thereon may be entered in any court of competent jurisdiction.

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

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

Section 15.5
Lost Time.

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

Section 15.6
Time Limits.

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

Section 15.7
Exclusion From Arbitration.

Notwithstanding anything to the contrary contained in this Article, or in any other article of this Agreement, grievances within the following areas will proceed no further than to the Board under Section 15.3 above, it being mutually understood and agreed by the parties hereto that with respect to the grievances within these areas the decision of the Board is final and no such grievance will be subject to arbitration. The areas referred to are:

- (a) Due to the Board's failure to renew a contract for a probationary teacher;
- (b) Involving any policy, rule, or regulation of the Board;
- (c) Involving the decisions of the Superintendent pursuant to Article 15, Section 15.3.

**ARTICLE 16
SENIORITY**

Section 16.1
Accrual of Seniority

Seniority shall accrue for teachers on various forms of leave, but for no longer than two years. Seniority is defined as length of continuous service within the district as of the last day of hire under professional contract.

Section 16.2
Drawing

A teacher's seniority shall begin upon acceptance of her/his hiring by the Board of Education. If two (2) or more teachers are hired by the Board on the same day, a seniority drawing shall be conducted by September 30 to determine her/his position as to layoff and recall. The Association and teachers involved will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which shall reasonably allow affected teachers and Association representatives to be in attendance. Official draw position will be posted in the Seniority List.

**ARTICLE 17
PROFESSIONAL DAYS**

Section 17.1
Professional Days.

Two (2) professional business days, during the school year, may be applied for and will be granted upon approval by the teacher's building principal. The teacher planning to use a professional business day shall submit an application to his/her principal at least one (1) week in advance of his/her desired absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs; (2) conferences, workshops or seminars conducted by colleges, universities, and the MEA and NEA and other school districts; (3) committee meetings related to official Michigan High School Athletic Association business or when coaches are requested or required to attend a MHSAA meeting. The teacher may be requested to file a written report, within one (1) week of his/her attendance at such visitation, conference, workshop or seminar. Additional days may be granted at the discretion of the Superintendent.

- (a) One (1) of the two professional business days, during the school year, may be applied for and will be granted upon approval by the teacher's building principal, for the purpose of attending coaching clinics and/or workshops for which attendance is not requested by the administration.
- (b) If the administration approves professional days for visitation, conferences, or workshops, part or all of the cost of such days shall be paid by the Board.

**ARTICLE 18
NEGOTIATION PROCEDURES**

Section 18.1
Commencement of Negotiation.

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

Section 18.2
Negotiation Representatives.

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

ARTICLE 19
PROHIBITED ACTIVITY

Section 19.1
Strike Prohibitions.

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

Section 19.2
Penalties for Violation of No Strike.

The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher, or teachers, violating this provision may be held liable by the Board for any and all damages, injuries, and costs incurred.

Section 19.3
Association Liability.

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

Section 19.4
Political Activity.

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

**ARTICLE 20
MISCELLANEOUS PROVISIONS**

Section 20.1
Code of Ethics.

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

Section 20.2
Effect of Agreement.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Section 20.3
Invalid Provision.

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

Section 20.4
Special Conferences.

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

Section 20.5
Notice of Rules & Policies.

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

Section 20.6
Faculty Passes.

All teachers within the system shall have the opportunity to receive a "faculty pass" by agreeing to work three co-curricular activities sometime during the school year. Attending and working the High School graduation ceremony will satisfy one of these required activities for the subsequent school year. This pass will allow the teacher, spouse and children to be admitted without charge to any school-related activity requiring a fee.

Section 20.7
Captions.

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

Section 20.8
Teaching Assignments for Administrators.

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

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

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

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

Section 20.9
District Unemployment Denial Expense Reimbursement

A teacher who is paid unemployment compensation benefits chargeable to the District as of the first year of layoff during the summer preceding the layoff and is subsequently employed in the bargaining unit on or before the first day of school the next year, this bargaining agreement shall have the teacher's compensation for that school year adjusted so that the teacher's unemployment compensation benefits received plus the adjusted compensation will equal to the total compensation the teacher would have earned for work performed in that school year had the teacher received unemployment compensation benefits prior to the returning to employment.

**ARTICLE 21
TERMS OF AGREEMENT**

Section 21.1

Duration.


This Agreement shall be effective prospectively upon ratification by the parties and shall continue in effect until midnight, the 1st day of August, 2016. This Agreement shall not be extended orally, and is expressly understood that it shall expire on the date indicated.

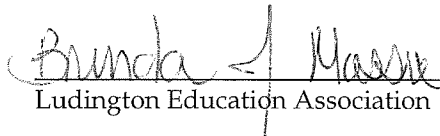
Section 21.2

Limitation of Duration.

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

Approved and signed this September 30, 2015.


_____ For the Board of Education
Ludington Area Schools


_____ For the Teachers
Ludington Education Association

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Approved and signed this September 30, 2015.

_____ For the Board of Education
Ludington Area Schools

_____ For the Teachers
Ludington Education Association

**ARTICLE 22
SCHEDULE A**

**Section 22.1
2015-2016 Salary Schedule**

	1.00	1.04	1.07	1.11	1.14
Salary Step (Not years of Service)	BA	BA+18 Sem Hrs	MA or BA+40 Sem Hrs	MA+20 or BA+65 Sem Hrs	MA+40 or BA+90 Sem Hrs
1	33,793	35,145	36,159	37,510	38,524
1 ½	34,891	36,287	37,334	38,729	39,776
2	35,990	37,429	38,509	39,948	41,028
2 ½	37,088	38,571	39,684	41,167	42,280
3	38,186	39,714	40,859	42,387	43,532
3 ½	39,284	40,856	42,034	43,606	44,784
4	40,383	41,998	43,209	44,825	46,036
4 ½	41,481	43,140	44,385	46,044	47,288
5	42,579	44,282	45,560	47,263	48,540
5 ½	43,677	45,425	46,735	48,482	49,792
6	44,776	46,567	47,910	49,701	51,044
6 ½	45,874	47,709	49,085	50,920	52,296
7	46,972	48,851	50,260	52,139	53,548
7 ½	48,071	49,993	51,435	53,358	54,800
8	49,169	51,136	52,611	54,577	56,052
8 ½	50,267	52,278	53,786	55,796	57,304
9	51,365	53,420	54,961	57,016	58,557
9 ½	52,464	54,562	56,136	58,235	59,809
10	53,562	55,704	57,311	59,454	61,061
10 ½	54,660	56,847	58,486	60,673	62,313
11	55,758	57,989	59,662	61,892	63,565
11 ½	55,758	57,989	60,837	63,111	64,817
12	55,758	57,989	62,012	64,330	66,069
12 ½	55,758	57,989	63,187	65,549	67,321
13	55,758	57,989	64,362	66,768	68,573
13 ½	55,758	57,989	64,362	66,768	69,825
14	55,758	57,989	64,362	66,768	71,077
14 ½	55,758	57,989	64,362	66,768	72,329
15	55,758	57,989	64,362	66,768	73,581
15.5	55,758	57,989	64,362	66,768	73,581
16 - 20	56,975	59,254	65,664	68,119	74,968
21 - 25	58,192	60,519	66,927	69,430	76,355
26 - 30	59,408	61,784	68,190	70,741	77,741
31 and +	60,625	63,050	69,453	72,052	79,128

Unless restricted by law, all lane changes and pay for additional hours will be approved if the Central Office is notified of the completed classes by September 1 of each year. Classes earned following that date will not affect salary lanes nor additional compensation until the beginning of the next school year. In all cases wherein Section 23 refers to Superintendent-approved classes, submission for approval must be received by the Superintendent no later than the first Friday of the class being in session in order to be considered for the pay provisions detailed in this Section. Submissions for approval received after the first Friday of any class relating to this section shall be denied relative to the pay provisions of this section.

Section 22.2
2015-16 Salary Schedule

The 2015-16 Salary Schedule will be increased by 1% over the 2014-15 Salary Schedule.

Section 22.3
Bachelor's Plus 18 Semester Hours.

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

Section 22.4
Master's or Bachelor's Plus 40 Semester Hours.

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

Section 22.5
Hours Beyond Master's.

The District will pay \$40 per pre-approved semester hour taken beyond the Master's Degree and Master's Degree Plus 20 Credit Hours salary lanes. Beginning with the 2010-11 school year, the same pay will be given for each pre-approved semester hour taken beyond the Master's Degree Plus 40 Credit Hours salary lane. The \$40 will be paid only for hours pre-approved and will be paid as a permanent part of the teacher's contract. Beginning with the 2010-11 school year, each semester hour taken for the purpose of certificate renewal will be compensated at the same rate as all other pre-approved semester hours.

There shall be no retroactivity in the payments for approved hours beyond the Master's, nor shall any staff member who in the past received payment for the same hours lose credit or salary increases.

Section 22.6
Master's Plus 20 Semester Hours or Bachelor's Plus 65 Semester Hours.

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

Section 22.7
Master's Plus 40 Semester Hours or Bachelor's Plus 90 Semester Hours.

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

Section 22.8

(Annual Sick Leave). (See Section 10.1 (a) "*Sickness and Disability Leave*", page 12)

Section 22.9

Experience Credit.

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

Section 22.10

Payment Outside the Contract Calendar.

Payment for work required outside of the negotiated calendar for the academic year will be an hourly rate equal to the per diem pay for that particular bargaining unit employee. Example, a counselor is asked to work days past the last day for bargaining unit employees in order to assist with scheduling students for the next year's classes; the counselor will be paid her/his hourly rate based on the per diem amount for that person's salary step for that particular year.

Section 22.11

Advancement on steps

Employees who, during the previous school year, were paid for a minimum of 75 days but less than 150 days, shall be awarded a half-step increase on the salary schedule, to the extent a half-step increase is available. Those employees who were paid for a minimum of 150 days during the previous school year shall be awarded a full step increase on the salary schedule.

**ARTICLE 23
MENTOR TEACHERS**

Section 23.1

Mentor Teachers.

- (a) The Board will attempt to have all mentor teachers assigned from a pool of bargaining unit teacher volunteers. If there are not enough qualified bargaining unit volunteers, the Board can use retired teachers or college/university instructors. A probationary teacher will have no more than one mentor and no teacher will be assigned to more than one person to mentor.
- (b) A mentor will preferably be in the same department or have similar teaching assignments at the secondary level as their mentee, or be in the same building if at the elementary level.
- (c) A mentor will be provided adequate released time during the year to observe her/his mentee. Released time will be arranged by the building principal.
- (d) A mentor will have the option of being released from her/his duties if a conflict arises with the mentee or vice versa. If this occurs, a new mentor will be assigned from the pool of volunteers.

**ARTICLE 24
SCHEDULE A -- ADDENDUM
INSURANCE PROTECTION**

Section 24.1
Insurance.

The Board agrees to furnish to all teachers insurance protection in the form of MESSA HSA \$1300/2600 (unless a higher level is required by the Internal Revenue Service) In Network Deductible PAK Plan, and other benefits as described below. The District will pay the following insurance copay amounts for all the negotiated PAK Plan A benefits: Single Plan \$6,730.49; Two Party Plan \$13,726.30; Full Family Plan \$18,256.97.

Sponsored dependents may be enrolled in the hospitalization, dental and vision plans at teachers expense if afforded by the underwriters rules and regulations. Effective September 1, 2016, other qualified adults who do not fall within the traditional definition of Two Party or Full Family may be enrolled at the teachers expense if afforded by the underwriters rules and regulations.

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

PLAN A - (Teachers electing health insurance)

* PLAN B - (Teachers not electing health insurance)

* Teachers selecting Plan B may apply \$242.00/month towards a negotiated subsidy option plan. This amount will be increased as follows depending upon the number of teachers electing Plan B:

LASD Employees	Monthly Annuity Amount
17	\$242
20	300
23	325
26	350
29	375
33	400
35	425
38	450

Teachers enrolling in Plan B may retain the Cash or enroll in annuities or other programs available through the Business Office.

- (a) Negotiated Life Insurance - The Board shall provide MESSA group life insurance protection for the teacher in the amount indicated in the teacher's plan selection as listed below that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Plan A - \$30,000 with AD&D

Plan B - \$50,000 with AD&D

(b) Dependent Life Insurance - The Board shall provide dependent life insurance in the amount of \$15,000 with AD&D for the spouse and \$7,500 with AD&D for each eligible child.

(c) Dental Insurance - The Board shall provide the MESSA Dental Care program for all teachers and their eligible dependents, according to the teacher's plan selection.

Plan A -70/70/70: \$1,500 ortho with sealants and 4 extra cleanings
(\$1,500 Maximum Class I and II)

Plan B - 100:90/90/90: \$3,600, adult ortho, sealants & 4 extra cleanings per year, (\$1,500 Maximum Class I and II)

(d) Long Term Disability Insurance (LTD) - The Board shall provide MESSA Long Term Disability Insurance for each teacher according to the teacher's plan selection as follows:

Plan A - 60% | \$5,000 Maximum Monthly Benefit | 90 Calendar Days/Modified Fill | Maternity/Paternity Coverage | Pre-existing Condition | Freeze on Offsets | Alcohol/Drug Same as any other illness | Mental/Nervous Same as any other illness | COLA

Plan B -70% | (other LTD benefits same as Plan A)

(e) Continuance of Fringes - In the event that a teacher has exhausted sick leave accrual, the above-mentioned fringe benefits shall subject to the provisions of Section F.

In the event that a teacher is disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced, and all fringe benefits shall continue for the duration of the disability, subject to the extent required by law.

If a teacher is laid off, the fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company at the teacher's expense.

(f) Duration of Fringes - The Board shall make payment of insurance premiums for all teachers who complete their contractual year to assure insurance coverage through August. Teachers who separate from employment or go on unpaid leave prior to the end of the school year will have insurance benefits continued through the end of the month in which sick leave is exhausted, or upon resigning or otherwise leaving employment, unless the Family Medical Leave Act requires an additional period of time.

The open enrollment period shall be jointly established by the Board, the Association, and insurance company representative, including opportunities for summer pre-enrollment and fall open enrollment.

When necessary, premium contributions on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage if permitted by the underwriters. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be payroll deductible.

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

- (g) Payroll Deduction - A single payroll deduction shall be available for all additional MESSA programs.
- (h) Vision Insurance - The Employer shall provide, without cost to the teacher, his/her spouse and eligible dependents, up to MESSA Full Family Vision Care according to the teacher's plan selection as follows:

Plan A - VSP-2
Plan B - VSP-3 Plus
- (i) If a part-time teacher chooses Plan A, or Plan B, the Board is responsible for the prorated portion of the cost (including cash in lieu of health care enrollment where applicable) and teacher shall pay the remainder of the cost by payroll deduction. The percentage of employment, for all teachers, would be used to determine the Board's prorated share.

ARTICLE 25 SCHEDULE B

Section 25.1

Procedure For Hiring Schedule B Personnel.

For athletic positions in Schedule B, the Complex Principal and the Assistant Principal (whose duties include athletic administration) shall make recommendations on the hiring and non-continuance of coaches and other positions in the athletic department. In all other cases, the administrator whose duties include the supervision of the Schedule B position shall recommend hiring and non-continuance of such positions.

All Schedule B positions will be open to bargaining unit employees first. If no qualified bargaining unit employee applies, then non-bargaining unit persons will be considered. No bargaining unit member can grieve Schedule B hiring on the basis of qualification. Bargaining unit employees who are not selected for a position for which they have applied will be notified in writing as to the reasons why they were not selected.

The Board and the administrative staff recognize the benefit of having certified staff in Schedule B positions, but when making selections, all qualifications of the applicants will be considered.

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

Section 25.2

Supplemental Pay for Schedule B Activities.

The salary is computed by multiplying the percentage listed for each activity times the step on the BA Salary Schedule corresponding to years of experience in that particular activity giving one full step credit for each two (2) years of experience, to a maximum of twelve (14) full years or to Step 8 on the BA Schedule, except the following items which shall be computed by multiplying the BA base salary by the percentage listed:

- B-6 - Outside School Day Educational Interventions
- B-14 - Lunch Duty, Senior High
- C-6 - Lunch Duty, Middle School
- F-2 - Other - (substituting for another teacher)

AND

Section E - Curriculum Work

...which shall be computed by multiplying the number of hours by a straight hourly rate.

Half credit will be given for years of experience on a lower level in the same activity when that person assumes the head position in the activity.

Salary for non-bargaining unit members shall not exceed that of a bargaining unit member who might serve in the same capacity. Beginning with the 2005-2006 contract year, newly hired non-bargaining unit persons shall receive 2% less than the percentage listed on the Schedule B activity.

All positions listed may not necessarily be filled.

A. ATHLETICS - BOYS & GIRLS

1. Head Varsity Coaches for Basketball (boys and girls), Football, Swimming (boys and girls), Track (boys and girls), and Wrestling:
13% + 2% for Junior Varsity Program + 1% for Freshman Program.
All Assistant Coaches: 9%
2. Head Varsity Coaches for Baseball, Softball, Volleyball, and Soccer:
11% + 2% for Junior Varsity Program + 1% for Freshman Program.
All Assistant Coaches: 8%
3. Head Varsity Coaches for Tennis (boys and girls), Golf (boys and girls), Cross Country, Strength & Conditioning:
9% + 2% for Junior Varsity Program + 1% for Freshman Program.
All Assistant Coaches: 7%
*Assistant Strength & Conditioning: 5%
*(This is understood to not be a JV assistant, but simply an assistant to the supervisory position of Strength & Conditioning.)
4. All Middle School Coaches - 7%
5. Cheerleading:
Varsity Football - 6%
Junior Varsity Football - 3%
Varsity Basketball - 7%
Junior Varsity Basketball - 4%
8th Grade - 2%

B. SENIOR HIGH

1. Music:

- a. Vocal - 8% (concert) + 2.5% (show choir).
- b. Instrumental -
 - Director - 8%
 - Assistant - 6%
 - Marching Band- 5%
 - Jazz Band -2.5%
 - Pep Band - 1%

2. Drama - 8%

3. National Honor Society - 2.5%

4. Student Council - 5%

5. Yearbook - 2%

6. Outside School Day Educational Intervention - per hour .09% of BA Base

7. Graduation - 2%

8. Prom - 2%

9. Quiz Bowl Director - 3.5%

10. BPA - 3%

11. JV Quiz Bowl Coach - 1.75%

12. NCA/School Improvement Leadership - 12% per building

13. Lunch Duty - .045% per lunch period

C. MIDDLE SCHOOL

1. Camp Director - 5% Assistant - 4.5%

2. Student Council - 2%

3. Math Competition Coordinator - 2%

4. Activities Director - 2.5%

5. NCA/School Improvement Leadership - 12% per building

6. Lunch Duty - .045% per lunch period

D. ELEMENTARY

1. Safety Patrol - 5%
2. Student Council - 2%
3. NCA/School Improvement Leadership - 12% per building

E. CURRICULUM WORK

1. There shall be allotted 1,800 staff hours for curriculum work and other committees such as PA 25, Drug Free, etc.
2. 700 hours shall be allotted to grades 6-12 and 700 to K-5. 400 hours shall be reserved for other committees.
3. Pay shall be at a rate of \$15.00 per hour.
4. Curriculum study committees may be administrator or staff initiated. A plan must be submitted to the Superintendent for approval. Plan shall include:
 - statement of problem
 - number of members on the committee
 - number of hours needed by each committee member
 - deadline for final report
 - any other pertinent information
5. District Red Cross/CPR Instructor - \$20 per hour.
6. In addition to the stipend of \$15.00, the chairperson of each committee shall be granted one (1) day of release time to complete the final report.

F. OTHER

1. Assignments not included in Schedule B assigned by the Principal which are in addition to the normal load (such as teaching additional classes beyond the contract requirement) will be reimbursed at their normal hourly rate.
2. A teacher who substitutes for another teacher (during their conference period) shall have the option of being paid at a substitute rate of .102% of the BA base or banking the class period and receiving a compensatory day upon reaching five (5) compensatory substitute class periods. No more than two (2) compensatory days may be earned in any one year. This/These day(s) may be used at any time, subject to twenty-four (24) hours advance notice, availability of substitutes, and may be used in conjunction with other personal days found in the contract, but may not be used in conjunction with personal days to extend a scheduled school vacation. These days may not be used the day before spring break, but may be used at any other time. One day may be carried over into the next year. The second unused day or portion thereof shall be paid at the substitute rate or ERC rate, whichever applies, in the teacher's last check of the year.

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

An elementary teacher grades K-5 shall receive compensatory time for each scheduled period of Elementary Specials they cover because no substitute is available.

3. Notwithstanding any item in Schedule B, any teacher may volunteer to cover a regularly or irregularly scheduled activity that is of benefit to our students or school system. If the activity is not listed in Schedule B, the teacher may arrive at a method of compensatory time with the building principal, subject to final approval by the Association Representative and Superintendent.
4. Certified First Aid persons (including CPR) shall be assigned according to the following formula and will receive 1.5% of the BA base for such assignment. This/These person(s) shall be first-call individuals in emergency medical situations.

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

**ARTICLE 26
SCHEDULE C -- ADDENDUM
SCHOOL CALENDAR**

Section 26.1
(2015-16) Calendar.

All K-12 TEACHERS

8/31 LASD Professional Learning Communities (PLC) Day.
9/1 WSED Common PLC Day.
9/2 All LASD Staff Opening Day Professional Development.

TEACHERS AND STUDENTS

9/8 First day of school.
9/8-9 Kindergarten students attend only half days.
10/7 Pupil Count Day.
10/22 Secondary Conferences; Half day 6-12.
10/23 PLC Day; no school for students.
11/23-24 Elementary Conferences, Secondary Exams: Two (2) half-days students K-12.
11/25 No School; Teacher Half-Day Work Day. End of First Trimester.

11/26-27 Thanksgiving recess.
11/30 Second Trimester begins.
12/21 No School, Winter Break begins.
1/4 School resumes.
1/28 Secondary Conferences; Half day 6-12.
1/29 PLC Day. No school for students.
2/10 Pupil Count Day.
3/9-11 Elementary Conferences; Three (3) half-days students K-5.
3/10-11 Secondary Conferences; Two (2) half-days students 6-12.
3/11 End of Second Trimester.

3/14 Third Trimester Begins
3/25 No School, Good Friday, Spring Break begins.
4/4 School resumes.
4/12 PSAT/SAT Testing Schedule: Students 9-12 half day.
4/21 Secondary Evening Conferences
4/22 Secondary Conferences; Half day students 6-12.
5/27 PLC Day. No school for students. LHS graduation, Hawley Gym 6:30 p.m.
5/30 Memorial Day, no school.
6/8-9 Half day for all students K-12; Secondary Exams.
6/9 All students half day (last student day). End of Third Trimester.
6/9 Teacher Work Day - afternoon.

PAID HOLIDAYS FOR TEACHERS:

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

ARTICLE 27
SITE-BASED DECISION MAKING

Section 27.1

Definition of Site-Based Decision Making.

Site-based decision making (SBDM) is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decision.

Section 27.2

Contract Security/Waiver.

In implementing and operating SBDM, no provision, formal and/or informal understandings, condition(s) or practice(s) established between the parties or by this Agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board, impacted school's instructional staff and the Association's Executive Board.

Section 27.3

Scope.

The SBDM process/plan will be used for:

1. Building-wide issues
2. Individual classroom issues

The SBDM process/plan will not be used to address the collective bargained areas of:

1. Salary/wages
2. Benefits
3. Employee performance
4. Other matters established in Statute

Section 27.4

SBDM Proposal Summary.

Before a SBDM plan can be implemented, a written SBDM Proposal Summary must be furnished to all affected teaching staff for their consideration. This SBDM Summary must include:

1. Proposal title and date
2. Statement of plan
3. Statement of goal(s)
4. Expected outcomes
5. Who would be affected and how (the scope)
6. Written plan

A vote on the proposed written plan involving all impacted teachers will then be taken within five (5) working days upon receiving the plan. A simple majority is needed for SBDM plan approval.

Section 27.5

Implementation.

1. If a proposal passes, the Board will be responsible for both the implementation and development of a program evaluation tool.
2. Monitoring is the responsibility of the entire staff(s) affected.

Section 27.6
Change.

Amendment(s) or change(s) in the plan or the process itself may be made using the designated steps.

Section 27.7
Program Evaluation.

After implementation of SBDM, the Board and the Association will annually evaluate any SBDM plan/process.

Section 27.8
Compensation.

Employees participating in SBDM activities, including training and scheduled committee meetings, will be compensated in accordance with the terms of this Agreement. If SBDM 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.

Section 27.9
Training.

The Board and the Association will mutually agree to the SBDM training minimally in the following areas:

- *The SBDM process/model being proposed
- *Overview of the SBDM process, programs, and structures
- *Decision making models
- *Problem solving and conflict resolution

Section 27.10
Academic Freedom.

The highest standard of academic freedom as permitted by law shall be guaranteed to all staff.

STEP 2

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee

Signature Date

C. Position of Grievant and/or Association

Signature Date

STEP 3

A. Date Submitted to Board _____

B. Disposition of Board

Signature of Board Date of Decision

STEP 4

A. Date Submitted to Arbitrator _____

B. Disposition of Arbitrator

Signature of Arbitrator Date of Decision

**APPENDIX E
OTHER QUALIFIED ADULT**

- A. For the purposes of this Appendix, "family" is defined to include Other Qualified Adults, (or OQA's) as described below. In addition, under this Appendix, children and other relatives of OQA's are to be treated in the same way as are children and other relatives of spouses and/or other family members. Any definition of "family" within this Appendix shall include OQA's.
- B. Definition of Other Qualified Adult. For the purpose of this Appendix, an "Other Qualified Adult" is one whose financial and/or personal interests are connected to that of a bargaining unit employee represented by the Association to an extent that would qualify this individual to be recognized by the Agreement as a part of the employee's immediate family. An OQA must:
1. Be of legal age for entering into legal, binding, written business agreements.
 2. Not be eligible to be one of the bargaining unit employee's intestate heirs by virtue of being a blood relative.
 3. Have a personal financial arrangement with the employee that meets at least two of criteria (a)-(d) and two of the criteria (e)-(i) that establishes the need for recognition of OQA status including:
 - a) Common ownership of the shared principle residence.
 - b) Joint checking account.
 - c) Joint credit account.
 - d) Joint credit card.
 - e) The member and OQA each has Durable Power of Attorney for financial management of the other.
 - f) Each has Durable Power of Attorney for health care for the other.
 - g) Shared responsibility for dependent minor children.
 - h) The employee's Will or Trust designates the OQA as primary beneficiary for the member's employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the employee's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member.)
 - i) Both persons agree that by requesting OQA recognition that each is to be responsible for each others basic debts and living expenses. Both persons agree that anyone who is owed these expenses can collect from either person.
 4. Neither person is married to a different person; by either standard or common law.
- C. An employee and another person shall be recognized as having established "Other Qualified Adult" status on the basis of a financial relationship, when they have filed a notarized "Affidavit of Other Qualified Adult" status with the insurance carrier and school district and have received written confirmation from the district. An employee who provides false information in connection with obtaining benefits under this Appendix shall be liable for the costs of any premiums paid by the district or for any benefit services received by the QQA or the OQA's children under this Appendix, which may, subsequent such disposition of the Superintendent, be recouped by the District through payroll deduction.
- D. Health care coverage shall include hospital-surgical-medical benefits.
- E. The Board shall pay the premiums for such health care coverage of OQA's in a manner consistent with its payment of health insurance premiums enjoyed by the membership.
- F. State and or Federal Law may not recognize 'Other Qualified Adults' as being qualified for tax-exempt status regarding the employer-paid benefit. Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as income on the employee's W-2 form.

The OQA may, however, qualify as an IRS "Eligible Dependent" if more than half of the OQA's support for the year comes from the employee, if the employee earns less than the IRS exemption amount, and the OQA is a member of the household maintained and occupied by the employee/member. An employee who believes his/her situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The District assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements contained in this section in any regard. Furthermore, no employee should rely on information contained herein as being definitive on the subject, and should consult an attorney of his/her choice. An OQA's minor children may meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, showing that the children meet these requirements.

- G. The District will keep records containing Other Qualified Adult confidential to the extent permitted by law.
- H. Employees will be required to submit an "Affidavit for Termination of Other Qualified Adults Benefits" (obtained from the district's benefits office) if the relationship ends, has ended or if the OQA dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the death of the OQA or of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the OQA or the OQA's children after they are no longer eligible to be covered. Benefit eligibility for the OQA partner will cease upon the OQA's death or upon the date the OQA relationship ends, as stated on the "Affidavit for Termination of OQA Benefits."
- I. If an employee chooses to delete a OQA from her or his coverage s/he will not be eligible to add a new OQA until twelve (12) months have elapsed since the deletion of the former QQA and must satisfy ALL of the eligibility requirements set forth above.
- J. If allowable by law, COBRA benefits will be provided in this section to the OQA to the same extent as otherwise provided to dependents and spouses of covered employees.
- K. Appendix E will expire on August 31, 2016, after which time this appendix and the affidavit of other qualified adult eligibility will expire and will be removed from the agreement.

AFFIDAVIT OF 'OTHER QUALIFIED ADULT' ELIGIBILITY

Employer:	
Employee Name:	
Insurance Carrier ID Number:	
Other Qualified Adult Name:	
OQA Social Security Number:	

We declare, for purposes of obtaining group insurance coverage that we have an existing relationship that meets all of the criteria listed below:

1. We are both eighteen (18) years of age or older
2. We are not related by blood
3. Neither of us is married
4. We have a committed financial relationship that has existed for a least six months that is evidenced by the following (check all applicable): You must have a least two of the criteria listed (a)-(d) and two of the criteria listed (e)-(i).
 - (a) Common ownership of the shared principle residence.
 - (b) Joint checking account.
 - (c) Joint credit account.
 - (d) Joint credit card.
 - (e) The member and OQA each has Durable Power of Attorney for financial management of the other.
 - (f) Each has Durable Power of Attorney for health care for the other.
 - (g) Shared responsibility for dependent minor children.
 - (h) The member's Will or Trust designates the OQA as primary beneficiary for the member's employer-paid life insurance or for the Will itself and vice versa or to receive benefits under the member's retirement contract (includes IRA's, 401(k), 403(b) or any other pension plan held by the member.)
 - (i) Both persons agree that by requesting OQA recognition that each is to be responsible for each other's basic debts and living expenses. Both persons agree that anyone who is owed these expenses can collect from either person.

We affirm that the information provided above is true. We understand and agree that if the information is not true, that we may be jointly and severally liable for the costs of the premiums paid by the district or for any benefit services received by the OQA or the OQA's children under such insurance coverage. We further agree to notify the insurance carrier and the school district within thirty (30) days if the relationship ends or if any of the above information is no longer in termination of all the insurance carrier coverage for the OQA and could result in liability for claims incurred during any period of coverage subsequent to changes in the relationship. The insurance carrier and the District will agree to keep this Affidavit confidential to the extent permitted by law and will not disclose it without notice to the employee.

Dated: _____

Signature of Employee

Dated: _____

Signature of OQA

Subscribed and sworn to before me on this _____ day of _____
Notary Public

Attachment A

Election of Retirement and Universal Service Credit Benefits Under Article 14.4

Additional Retirement Contributions

Payroll Authorization

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect

(today's date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: (a) payroll payments are completed, or (b) termination of employment.

REPORTING UNIT NAME: (school district) _____ NUMBER

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME

EMPLOYEE SOCIAL SECURITY NUMBER

EMPLOYEE SIGNATURE _____ DATE

CIVIL RIGHTS COMPLIANCE

The Ludington Area School District is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, religion, sex, height, weight, marital status, or disability.

The Ludington Board of Education has adopted policies which support the regulations of Title VI, Title IX and Section 504 of the Rehabilitation Act of 1974.

If an employee of the District believes any part of the school organization has inadequately applied the principles or regulations of these acts, he/she may bring forward a complaint (which will be referred to as a grievance) to the appropriate school official in accordance with applicable employment contract grievance procedures. If the grievance has not been satisfactorily settled, further appeal may be made through the Regional Office of Civil Rights, United States Department of Education. (Informal step should involve the Title IX/Civil Rights Coordinator.)

The name of the designated Title IX/Civil Rights Coordinator for the Ludington Area School District may be obtained by contacting the Superintendent at the central business office, 809 E. Tinkham Avenue, Ludington, Michigan, Phone 231/845-7303.