

6/30/94

**1993-94
MASTER AGREEMENT
SHIAWASSEE COUNTY
EDUCATION ASSOCIATION,
MEA/NEA
AND
NEW LOTHROP
BOARD OF EDUCATION**

New Lothrop Area Public Schools

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CONTENTS

1	Article I - Recognition
2	Article II - Board of Education Rights
2	Article III - Association Rights
4	.....	Article IV - Agency Shop - Professional Dues or Fees and Payroll Deductions
6	.....	Article V - Teaching Hours and Class Load
8	.....	Article VI - Teaching Conditions
9	.....	Article VII - Assignments
11	.....	Article VIII - Vacancies, Promotions, and Transfers
12	.....	Article IX - Teacher Evaluation and Progress
13	.....	Article X - Teacher Protection
14	.....	Article XI - Professional Behavior and Improvement
16	.....	Article XII - Grievance Procedures
20	.....	Article XIII - Negotiation Procedure
21	.....	Article XIV - Reduction and Recall of Staff
22	.....	Article XV - Professional, Personal & Association Leave
25	.....	Article XVI - Unpaid Leaves of Absence
27	.....	Article XVII - Insurance
29	.....	Article XVIII - Professional Compensation
31	.....	1993-94 Salary Schedule "A"
31	.....	1993-94 Schedule "B" - Extra-Curricular Compensation Schedule
33	.....	Article XIX - Miscellaneous Provision
36	.....	1993-94 School Calendar
37	.....	Article XX - Duration of Agreement

**1993 - 1994
MASTER AGREEMENT
SHIAWASSEE COUNTY EDUCATION
ASSOCIATION,
MEA/NEA
AND
NEW LOTHROP BOARD OF EDUCATION**

This agreement entered into this 15th day of September, 1993, by and between the New Lothrop Area Public Schools, of New Lothrop, Michigan, hereinafter called the "Board" and the Shiawassee County Education Association, MEA/NEA, hereinafter referred to as the "Association".

The term "Association" when hereinafter used in this agreement shall be defined as teachers employed by the New Lothrop Area Public Schools as included and described in Article I, Section B.

**ARTICLE I
RECOGNITION**

- A. The Shiawassee County Education Association, MEA/NEA is the exclusive representative of all the employees as herein described, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.
- B. Included in the unit: Full time and regular part time certified classroom teachers under regular school year contracts, vocational instructors, counselors, librarians, and special education teachers.

But excluding: Superintendent, assistant superintendent, principals, assistant principals, administrative assistants, athletic directors, substitutes, persons engaged in administrative activities 50% or more of the time, and all others.

ARTICLE II

BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE III

ASSOCIATION RIGHTS

- A. Teachers and Board are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and make conscientious efforts to meet, as required, with children, parents, and/or consultants.
- B. The Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities, or his institution of any grievance, complaints, or proceeding under this agreement.
 - 1. The Association and its representative shall have the right to use school building classrooms at all reasonable hours for meetings. Such use shall be subject to administrative approval.
 - 2. School equipment may be used by the Association upon administrative approval. Supplies in conjunction with such use will be furnished or paid for by the Association at \$.10 per copy.
 - 3. Duly authorized representatives of the Association shall be

permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with, interrupt, or affect normal school operations or assigned duties. It is the responsibility of the above mentioned Association representative to report to the building principal's office before their conference with any teacher. It is understood that no Association views on matters relating to Administrative-Teacher or Board-Association relationships will be discussed in the presence of students. If, in the opinion of the principal or the immediate supervisor of the Association member, such Association activity is interfering with classroom activities or assigned duties, such Association activities must be discontinued immediately.

- C. The Board agrees to furnish to the Association information concerning the financial resources of the district, budgets and such other information to which the Association is legally entitled. The Association agrees to pay reasonable costs for duplicating said materials.
- D. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- E. Teachers shall be in the classrooms for the days contracted except for "Act of God" days when classes are cancelled. Permitted absences without pay for purpose or reasons not covered by this agreement shall be recorded. Any unexcused absence will result in an entry to that effect in the teacher's personnel file.
- F. Teachers shall be expected to remain on duty as long as needed in the event of emergency situation without extra pay. Such situations should be similar, but not limited to - severe weather warnings, civil or student disturbances or situations which may threaten health or safety of students.
- G. Teachers shall not seek to promote political or religious views in the classrooms.
- H. Teachers shall be available (at reasonable times during and after regular school hours) for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.

- I. Teacher's position shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights or others.
- J. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, and shall not be individually liable for any damage or loss to person or property, except in case of negligence and/or neglect of duty.
- K. The teacher will assume an active role in supervising students in the building throughout the normal school day. (e.g., filing through halls and in the lavatories between classes, while students are entering and leaving the building.)
- L. The Board and Association agree that bus schedules will be adjusted to alleviate the need for teachers to supervise children in the morning before school. After school, one teacher in each building in grades K-6 will supervise the children during dismissal and loading of the buses.

ARTICLE IV
AGENCY SHOP - PROFESSIONAL DUES OR
FEEES AND PAYROLL DEDUCTIONS

- A. Agency Shop - The Board agrees that it shall be a condition of employment for all teachers employed by the Board of Education, to either become members of the Association or pay a representation fee to said Association as stipulated in the following paragraphs.
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.
 - 2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within fifteen (15) days from the commencement of teaching duties, shall as a condition of employment cause to be paid to the Association a representation fee equivalent to the dues uniformly required of members of the exclusive bargaining representative. In the event the representation or membership

fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association. If said teacher is a tenure teacher or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that said dues have been paid in full and said complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher under the terms of this article, then and in that event neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.

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

B. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deductions of membership dues in the Association, including the Local, N.E.A., and M.E.A. Pursuant to such authorization, the Board shall collect one nineteenth (1/19) of such dues from each of the first nineteen paychecks beginning in September. After each payday the dues collected will be paid to the local association. Deductions for the teachers employed after the commencement of the school year shall be over nineteen (19) payments or appropriately prorated to complete payment by the

following June. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during that entire school year.

- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, and any other programs jointly approved by the Association and the Board.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A. The normal weekly teaching load in the junior and senior high schools will be twenty-five (25) teaching periods and a maximum of five (5) preparations, five (5) homeroom periods, and five (5) assigned preparation or conference periods. The above school day shall consist of the following maximum of five (5) student contact hours, and one (1) preparation hour, one-half (1/2) hour duty-free lunch period and a homeroom period or equivalent. Assignment to a supervised study period, excluding homeroom, shall be a teaching period.
- B. Elementary teachers will receive 250 to 275 minutes of preparation time per week plus a thirty (30) minute duty-free lunch period per day. Religion will not be used as release time but rather for small group and individualized instruction. Preparation time will include a block of time of 25 minutes at some time during the teachers' day, preferably, on different days of the week. However, blocked time may not occur daily. Preparation time will be allocated by the Board with consultation from the Association.
- C. Elementary teacher of music, art and physical education, reading consultants, and all special education teachers, kindergarten through sixth grade shall be provided with relief and preparation time to the same extent as other elementary teachers in the district.
- D. Teachers who have an assignment in more than one location may of necessity have to travel during their assigned preparation period, or during a lunch period, but where such a condition prevails, adjustment in their schedule will be made so that the

teacher will have the equivalent of a full assigned preparation period and full lunch period.

- E. No departure from these norms shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- F. If a secondary teacher shall teach six classes per day, he shall receive an additional one-sixth (1/6) of his annual base salary.
- G. Secondary teacher's daily assignments will include subjects which they are certified to teach. All course offerings listed in the secondary curriculum shall be considered major preparations.
- H. Upon Board request, a teacher engaged during the school day in negotiations on behalf of the Association with a Board representative or participating in any professional grievance negotiations with the Board, shall be released from regular duties without loss of pay.
- I. The teacher day shall begin at 7:45 a.m. and end at 3:00 p.m. (a total of 45 minutes distributed before and/or after the student day) unless there is a staff meeting scheduled. On Fridays or days preceding holidays and vacation days, the teachers' day shall end at the end of the student day (staff will not depart the east high school parking lot until the departure of the buses). No staff meetings shall be held on Fridays or days preceding holidays and vacations except in cases of an emergency. Teachers shall be at their classrooms ten (10) minutes before first hour classes (with the exception of teachers having first hour conference) and will be available to assist students until the conclusion of the teacher work day.
- J. It is recognized by both parties that participation in activities that relate to education and students can be helpful. It is recommended that all teachers should participate in after-school activity, e.g., curriculum, textbook selection, sponsor of student activities, extra curricular activities, etc., as well as any other appropriate committee which would contribute to the betterment of the education of the children. In addition, since teachers are an important part of P.T.A. or P.T.O., they are encouraged to support its activities and

attend its meetings. All teachers shall attend meetings called by the administration as a regular part of their teaching assignments unless otherwise excused by the administration. Sufficient notice of such meetings will be given. At the beginning of each semester, the principal will designate a day of the week to be reserved for regular staff meetings. Other meetings of emergency nature may be called at any time.

ARTICLE VI

TEACHING CONDITIONS

- A. It is recognized that enrollments within the school year may fluctuate. Situations may arise when it will be necessary to assign students above the established maximums after the start of the school year to take care of such fluctuations. The class loads should not exceed thirty (30) students if possible. Class loads in shop and lab classes will not exceed the number of student stations available, if possible.

It is recognized also that balanced class size within each grade level is desirable and building principals, working with the staff members, will determine student placement using the following guidelines:

1. No sections in each grade level will have greater than one student difference in class sizes at the beginning of each school year. (Adjustments will be made during the first week of school).
 2. Impaired students (determined by staff) will count as two students in determining class size.
 3. Once class sizes are determined, any student new to the system will be placed in the classroom with the fewest students at that grade level.
 4. Nothing contained in this article will prohibit a teacher from accepting a student, upon request from a parent, if the teacher desires to do so.
- B. Upon reasonable request of the staff in each building and providing space, facilities and circumstances permit, vending machines shall be installed in the staff lounge. All such vending machines will be paid for and operated by the teachers and the Association.

The teachers and Association will assume full responsibility for the vending machines.

- C. The teachers shall annually and when requested convey to the building principal through administrative channels their requests for supplies and equipment. The administration will give consideration to all reasonable requests.
- D. The Board will continue to make available to teachers typing and duplicating facilities to aid teachers in the preparation of instructional material.
- E. All schools shall provide a desk and/or a file cabinet for each teacher.
- F. A phone will be provided in a room other than the office for teachers to use for school purposes. Personal emergencies would be an exception.
- G. It is the duty of a teacher to determine the academic level of achievement of all students assigned to his class and establish a grade or symbol indicating their level in accordance with Board-approved evaluation systems. This grade will not be changed by an administrator without consultation with the teacher or association president if the teacher is not available.
- H. A staff lounge shall be provided for each educational unit (Elementary and High School). In future building a staff lounge will be planned and provided.

ARTICLE VII

ASSIGNMENTS

- A. 1. The Association recognizes that each teacher must assume the responsibility for filing his/her valid Michigan teaching certificate and other required documents indicating same with the Personnel Office prior to the first student session day. Each teacher must also file an up-to-date transcript when being hired and/or when requesting a horizontal move on the salary schedule. A valid TB test prior to the first day of school in the year in which it is due must be provided by the teacher. The school will make arrangements for a health official to provide T.B. tests for teachers at employee expense.

- A. 2. Failure to comply with the above may result in the withholding of pay as provided for in the Tenure Act until such filing has been completed. The withholding of pay may take the form of suspending the teacher until compliance, according to the Tenure Act.
- A. 3. The responsibility for being certified to teach in the school district rests solely with the individual teacher. The Board will continue to inform teachers of the responsibility in the following way: Once a student schedule of class offerings has been determined for the next school year and the administration has placed teachers in tentative positions, each administrator will meet with staff to insure certification compliance.
- B. Every teacher shall be required to participate in curriculum revision committees during the school year as a part of the professional involvement without extra pay. Arrangements for these curriculum revision committee meetings shall be made by the Superintendent or his/her designee. Arrangement for major curriculum meetings will be discussed with the President of the Association or teachers who are directly affected.
- C. It is understood and recognized that the teachers shall continue to use the school day for:
1. Teaching their pupils.
 2. Planning and preparing for their classes (careful daily, weekly and semester preparations).
 3. Evaluating pupils progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
 4. Reporting their evaluation of pupil progress to the school administration and to the parents of the children whom they teach.
- D. Assignments and/or appointments shall be at the discretion of the Administration within teaching certification, and major and minor fields of study except temporarily and where, in the opinion of the Administration, circumstances so warrant. Teacher seniority shall be a consideration in assignments.
- E. Teachers will be notified of their tentative assignments for the ensuing year as soon as possible, but not later than July 15th. Any tenure teacher who receives a change in assignment after July 1st that is not mutually agreed to will be released from his contract if

so requested. Teacher resignations after July 15th may result in assignment changes. In assigning probationary teachers, administrators will be mindful of the prospects for success.

ARTICLE VIII

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Vacancies occurring within the bargaining unit including newly created positions, shall be posted on a designated bulletin board in each building. Positions as above described shall be posted at least ten (10) calendar days prior to being filled on a permanent basis. Teachers may apply for such positions by submitting a written application to the personnel office. Said position will be filled on the basis of the experience and qualifications. When experience and qualifications are substantially equal, preference will be given to employees currently employed by the Board and in line with their seniority.
- B. Summer vacancies will be posted ten (10) calendar days, prior to being filled on a permanent basis, on a bulletin board in the Central Administration lobby. A copy of said vacancies will be sent to the local Association President or his/her designee. The position will not be filled prior to ten (10) calendar days from the date the position was sent to the President of the Association, except in the case of an emergency.
- C. If a currently employed staff member applies for a vacancy but is not selected she/he may within seven (7) days request in writing the reasons she/he was not selected. The request will be answered in writing within a reasonable period of time.
- D. The Superintendent or his designee shall notify in writing the affected teacher of the reasons for an involuntary transfer.
- E. All certificated personnel in the New Lothrop School District shall be given full credit for time spent as a teacher in the district under the terms of this Agreement.
- F. The Board may make all transfers of teachers which it deems necessary, provided:
 - 1. Written notice of transfer is to be given to the teacher or teachers affected.

2. Opportunity to meet with the Superintendent or his representative will be given to discuss the transfer.

ARTICLE IX

TEACHER EVALUATION AND PROGRESS

- A. Probationary teachers shall be evaluated at least two (2) times during the school year. The first evaluation will be completed not later than December 1, and the second not later than March 1 of each year. These evaluations shall take place for a minimum of thirty (30) minutes as a partial basis for evaluation. Informal observations may be made by the Administration at any time.
- B. Tenure teachers may be observed at any time. When written evaluations are made the teacher will receive a copy. Tenure teachers may, once a year, request a formal observation and written evaluation.
- C. The Administration will make teachers aware of any possible problem developing. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. A personal conference between the teacher and the evaluator shall take place within ten (10) days of the classroom observation. Two (2) copies of the written evaluation shall be submitted to the teacher at the time of the conference, one copy to be signed by the teacher and returned to the administration, and the other copy to be retained by the teacher. In the event that the teacher feels that his evaluation is incomplete or unjust, she/he may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- E. 1. If it becomes clearly evident that the services rendered by a tenure teacher is becoming progressively less satisfactory with the passage of time and/or if it is determined at the time of evaluation that such teacher's service is, indeed, unsatisfactory the following shall apply:
The administrator shall notify the teacher, in writing that such condition(s) exist and shall direct the teacher to take the specific, constructive, stated action deemed necessary to im-

prove the quality of service rendered to the school district. Such notice with corrective recommendations shall be deemed by the teacher to constitute a just and fair warning.

ARTICLE X

TEACHER PROTECTION

- A. The teachers shall have the right to review those things in his/her personnel file to which she/he is entitled by Law. At the option of the teacher, a representative of the Association may be present for such review. Each file shall contain a record indicating reviewer and date of review, excluding school personnel official access for record maintenance.
- B. The teacher may submit a written notation regarding any material and the same will be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file such signature will be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Any serious complaint made against a teacher by any parent, student, and other person will be promptly called to the attention of the teacher.
- D. If a teacher is to be disciplined or reprimanded by the Board or its designee, she/he shall be entitled to have a representative of the Association present. That representative shall be the teacher's choice between the building representative or another Association Officer.
- E. Each teacher has a responsibility for maintaining proper student control and discipline throughout the school day as well as at school-sponsored activities where she/he is serving as a sponsor or chaperone. The teacher, however, has the primary responsibility for maintaining control and discipline in his/her classroom. The Board will give reasonable support and assistance to teachers with respect to maintenance of control and discipline. Whenever it appears that a particular pupil requires special attention, reasonable steps shall be taken to provide such attention. The teachers recognize that all disciplinary actions and methods invoked by

them shall be in accordance with established Board policy.

- F. Any case of assault upon a teacher which is related to a school-centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil or pupils, the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil. This decision shall be communicated to the teacher concerned. If the assault is by an adult, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
- G. A teacher may suspend a pupil from one (1) class period, when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in that classroom intolerable. In such cases, the teacher will promptly (by the end of the school day) furnish the administration or counselor full particulars of the incident. The teacher and the administration will cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available.
- H. School administrators and teachers will endeavor to achieve correction of the students' misbehavior through counseling and interviews with the child and his/her parents when warranted.

ARTICLE XI

PROFESSIONAL BEHAVIOR AND IMPROVEMENT

- A. 1. Teachers are expected to comply with reasonable rules, regulations and direction from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that the teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- A. 2. Alleged breaches of professional behavior may be reported to the offending teacher and the Association. The Association, when receiving such notices, shall use every reasonable effort to correct breaches of professional behavior by any teacher.
- A. 3. The teacher may be subject to disciplinary action for repeated

infractions of failure to perform the duties and responsibilities required by the Board as outlined in this agreement.

- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions within the profession. The Board shall notify the teacher in writing of alleged delinquencies, indicate expected correction and indicate a reasonable period for correction. The Association will make an effort to correct breaches of professional behavior.
- C. Teachers recognize that their primary job is teaching. If any outside employment appears to be interfering with the teacher's performance, a judgment will be made by the concerned parties, namely the teacher, the Board's designee, and a mutually accepted third person. If the parties determine that outside employment is interfering with the teaching performance, the teacher will, within one (1) week discontinue said employment during the school year.
- D. Teachers who are absent must have lesson plans and/or a packet of organized activities approved by the principal for the substitute teacher. The lesson plans and/or packet shall include class work for the time absent. A seating arrangement, class list, time schedule, and common forms used by the school shall be included.
- E. It is expressly understood that the teacher preparation period is subject to the total school program; and, as a result, such things as miscellaneous programs, special events, field trips, testing programs, emergency class needs, and assemblies, etc.... may, from time to time, be substituted for preparation time. Conference periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students. Conference time shall not be used or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their building during preparation time on personal errands or the like without notifying the building principal or designee and giving a valid reason.
- F. All in-service programs will be discussed between the Association and Administration.

ARTICLE XII

GRIEVANCE PROCEDURES

A. A grievance shall be an alleged violation of the specific and expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. Any matter involving teacher evaluation. Grievances are lawful if they allege violations of evaluation procedures.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion.)

B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. That shall be the teachers choice between the building representative or another Association Officer. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection

shall not extend the limitations hereinafter set forth.

- E. Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and present to the Principal, with the signature of the Association attached only to inform the Board of the Association's knowledge of the grievance. If no decision is rendered within four (4) days or the decision is unsatisfactory to the grievant, the grievant may appeal same to the Superintendent at Level Two. Level one may be bypassed if mutually agreed upon by the Superintendent and the Association.

Level Two - Within five (5) days from the rendering of an unsatisfactory decision/non-decision a copy of the written grievance shall be filed with the Superintendent or his designated agent as specified. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building Principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than ten (10) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance the Board shall render its decision in writing. The Board may hold future hearings herein, may designate one or more of its

members to hold future hearings therein or otherwise investigate the grievance; provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, she/he shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final, conclusive, and binding upon employees, the Board and the Association subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement;
 - b. He shall have no power to establish salary scales or to change any salary;
 - c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy,

- rule or any action taken by the Board;
- d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this agreement;
 - e. He shall have no power to interpret state or federal law;
 - f. He shall not hear any grievance previously barred from scope of the grievance procedure.
5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have the jurisdiction to determine the arbitrability of the grievance. The arbitrator shall have authority to hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the arbitrator determine that s/he is without jurisdiction to rule, the matter shall be referred back to the parties without decision or recommendation on the merits.
 7. More than one grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 8. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- G. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievances

shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

- I. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date or the occurrence of non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE XIII

NEGOTIATION PROCEDURE

- A. The Board and Association acknowledge that during the negotiation that resulted in this agreement each had the unlimited right and opportunity to make demands and proposals. The understandings and agreements arrived at by the parties are set forth in this agreement and neither party shall be obligated by the other to bargain collectively during the period of this agreement. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

Representatives of the Board and the Association will meet at the request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. This is not meant to bypass the grievance procedure.

- B. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, and consider proposals.
- C. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

- D. It is recommended that 90-120 days prior to the expiration of this agreement, negotiations should begin between the Board and the Association.
- E. During the length of this agreement, representatives of the Board and Association may meet at least once per month from October through May to discuss contractual items. Other meetings may be set at any time by mutual consent. The purpose of these meetings will be to attempt to settle contractual problems prior to formal negotiations.

ARTICLE XIV

REDUCTION AND RECALL OF STAFF

- A. In the event it becomes necessary for the Board to effect a reduction in personnel, due to an emergency, a substantial decrease in student enrollment and/or district revenue, the following procedures will be utilized:
 - 1. Probationary teachers shall be laid off first provided there are fully qualified, fully certificated tenure teachers to replace and perform all the duties of the laid off probationary teacher.
 - 2. If further reduction is necessary, then tenure teachers will be laid off according to seniority.

(This article does not supersede Article II). Seniority shall be defined as total years of service to the New Lothrop Area Public Schools, computed from the first day the teacher reported to work. Leaves of absence (i.e., child care, educational, etc.) shall not be considered as an interruption of years of service, and shall be counted toward seniority.

When two (2) or more employees have the same year of service and the same date of employment, they will be ranked in order according to the date the teacher signed their intent of employment with the New Lothrop Area Public Schools. If ties still exist, the teachers will participate in a drawing to determine placement on the seniority list. Teachers affected would be notified of the date, place, and time of the drawing.

The seniority list shall be published by the 15th of January of each school year and shall include teachers name and years of service.

One-half (1/2) day teachers will accumulate seniority the same as full time teachers.

All seniority is lost when employment is terminated by resignation, retirement, discharge for cause, or transfer to a non-certified position. In cases of layoff, all teachers so affected retain all seniority accumulated as to the effective date of the layoff.

- B. After a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. After notification the teacher has two (2) weeks to accept the position. No new teachers shall be employed by the Board while there are tenure teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- C. Teachers shall be recalled by inverse order according to item two (2) above.
- D. If the Board anticipates a reduction in staff, it shall notify the local Association and provide the Association with an opportunity to discuss the pending layoff and the teachers affected.
- E. The individual contract, executed between each teacher and the Employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- F. Except in the event of an emergency, all teachers will be given at least sixty (60) calendar days written notice of lay-off prior to the end of the school year.

ARTICLE XV

PROFESSIONAL, PERSONAL & ASSOCIATION LEAVE

- A. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
 - 1. Approve visitation at other schools or for attending educational conferences.

2. Court appearance as a witness in any case on behalf of the school district.
3. The teacher who receives a jury duty interview and appearance notice, must notify the Personnel Office within one (1) school day of such notice. If any teacher is summoned and reports for jury duty, she/he shall be paid his/her regular salary if she/he turns his/her check for jury duty or court appearance into the Business Office. It is understood and agreed that a teacher shall be required to report to work on any and all days when she/he is not sitting as a juror. To be eligible for jury duty pay differential, the teacher must furnish the employer with a written statement from the appropriate public official listing the amount and the dates she/he received pay for jury duty up to a maximum of thirty (30) school days in any one calendar year. Any teacher found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.
4. Time necessary to take the selective service physical examination.

B. Absence from service shall be covered by the following method:

1. Each teacher shall receive ten (10) days of leave each year as follows:
 - a. Ten (10) days of sick leave.
 1. Sick days are to be granted each teacher for personal illness or hospitalization or illness of the immediate family, which includes employee's spouse, parents, or children
 2. Any pre-arranged sick day shall be brought to the principal's attention at least 48 hours in advance or as soon as possible prior to the day the teacher is absent.
 - b. Three (3) days personal business leave may be taken each year and deducted from the ten (10) leave days. An application must be submitted in writing to the Superintendent or his/her designee at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable). No more than two (2) teachers per educational unit (Elementary, High School) will be permitted to take personal business days at the same time, unless special permission is given by the Principal. In such cases, the order of the request submittal will determine the order of

approval.

1. Personal business days shall not be granted on days immediately preceding or following a holiday or vacation period.
2. It will be the responsibility of the teacher to use personal business days for legitimate purposes, but not for outside employment or vacation.

c. Bereavement Leave.

1. A maximum of five (5) days per death in the immediate family shall be granted. The immediate family shall be defined as employee's spouse, parents or children.
 2. A maximum of two (2) days per death in the event of death of employee's brothers and sisters, grandparents, grandchildren, brother-in-law or sister-in-law, spouse's parents, spouses grandparents, or relatives being in the same household.
 3. A maximum of one (1) day per death in the event of death of employee's and/or spouses aunt or uncle to be deducted from accumulated leave days.
 4. When in connection with a death in the immediate family additional leave is necessary due to personal circumstances such leave, not to exceed 30 additional days, may be granted at the discretion of the Board and deducted from accumulated sick days. (Granting of such request shall not establish a precedent).
2. Sick Leave Bank - The Board will create at the beginning of each school year a sick leave bank of (2) days per teacher. Days in the bank are not cumulative. Only teachers who have exhausted their cumulative sick leave due to illness may be granted days from this bank. Payback of days will be at the discretion of the Sick Bank Committee. Sick leave bank days may only be used for the personal illness of the teacher. A teacher eligibility for this benefit and the number of days to be drawn will be governed by a committee of four (4) persons, two (2) administrators and two (2) teachers. Decisions by the committee are non-grievable and do not set a precedent.
 3. Ten (10) leave days per year can be accumulated to a maximum of sixty-five (65) days. At the end of each school year a teacher will receive \$23.00 for each unused day in excess of 65. Teachers leaving the system and having accumulated sick leave days will receive \$23.00 for unused leave days. In the event of death of

the teacher, payment of unused leave days will be paid at this rate to said teacher's beneficiary listed on the life insurance policy.

4. Routine health examination, dental appointment, or surgical procedures which might be scheduled during vacation periods shall not be covered by sick leave policy.
 5. When requested by the Board, sick leave must be validated by a Medical Practitioner's Certification of the illness and its duration. The Board will select a Doctor and pay expenses of examination.
- C. Teachers who are leaving the district, or contemplating leaving the district, or requesting a leave of absence for any reason, have an ethical responsibility to report this to their immediate supervisor and Personnel Office at the earliest possible date. This early reporting will enable the Personnel Office to obtain the best possible replacement for the following year. It is recommended that a written notice of resignation and/or leave of absence be given to the Personnel Office not later than the first of May.
- D. The Board will allow up to seven (7) days per year for the President of the Association, or an Association representative to attend Association conferences or meetings. The Association will reimburse the Board for the cost of the substitute teacher involved within thirty (30) days of the meeting.

ARTICLE XVI

UNPAID LEAVES OF ABSENCE

- A. A leave of absence up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in teacher programs in other territories, or countries, foreign or military teaching programs, the Peace Corps or Teachers Corps as a fulltime teaching participant in such programs; provided such teacher states in writing his intention to return to the school system. Upon return from such leave, a teacher shall be placed on the same position on the salary schedule as she/he would have been had she/he taught in the district during such period.

A teacher on military leave due to being drafted shall be given the benefit of any increments up to two (2) years which would have

been credited to him had he remained in active service to the school system. The teacher shall retain the sick leave allowance which he accumulated prior to his military leave.

- B. Leave of Absence without pay may be granted upon application for no more than one (1) year for the following purposes:
 - 1. Study related to the teacher's major or minor fields.
 - 2. Study to meet eligibility requirements for certification other than that held by the teacher.

- C. A tenured teacher may apply to the Board for a leave of absence for any reason.
 - 1. The Board, however, is under no obligation to grant the leave request and any decision does not set a precedent and is non-grievable
 - 2. A teacher on such leave does not lose accumulated seniority but does not receive seniority credit for the leave period.
 - 3. That upon return to work within twelve (12) months, the employee shall be reinstated to their former position, if it still exists, or if it does not exist, a comparable position.
 - 4. The teacher must notify the Board in writing of their intent to return by March 1 of the year said leave takes place.
 - 5. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities shall mean that employment shall be terminated.

- D. Teachers on leaves of absence shall return to duty only at the beginning of a semester. Teachers must write the Personnel Department not later than November 1 in the Fall semester or March 1 in the Spring semester prior to the expiration date of said leave notifying the district of their plans for the next semester. Upon return to the school system, the teacher shall be reinstated in the same area of certification held before the leave, providing such a position is available. If such a position is not available at that time, the teacher will be given an opportunity to accept the first (1st) opening in his/her area. If necessary, the teacher may request and the Board may extend the period of any leave of absence to correspond to these conditions. The Superintendent may grant exception to this policy under special sets of circumstances.

- E. Child Care Leave - Employees who are pregnant may request a child care leave and be granted such leave under the following

conditions:

1. The pregnant employee must request, in writing, a leave of absence for up to twelve (12) months at least thirty (30) days prior to the expected date for such leave, and must notify the Board, in writing, at least sixty (60) days before her anticipated date of return. Such leave may begin with less than the thirty (30) day notice provided the employee's physician provides such a request in writing.
2. That no salary or fringe benefits including, but not limited to, sick leave, disability insurance, etc. be paid or accrued during the leave period. Health Care Insurance will be paid on the first of the month after leave begins. The employee with carrier permission, will be able to make individual payments each month to the business office and remain with the group up until twelve (12) months after leave begins.
3. That upon return to work within twelve (12) months, the employee shall be reinstated to their former position, if it still exists, or if it does not exist, a comparable position. The teacher's leave will in no way interrupt seniority gained by the teacher.
4. Before the employee may return to work from the leave of absence, she must present to the Board a physicians statement confirming her physical ability to perform all regular and normal duties and functions of her position
5. An extension of leave time for no more than one (1) year, following delivery, for the purpose of child care may be granted at the discretion of the Board.
6. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities, shall mean that her employment shall be terminated
7. An employee adopting a child shall upon request be granted a leave not to exceed one (1) year which shall commence upon the placement of the child in the adoptive parent's home.

ARTICLE XVII

INSURANCE

- A. The Board shall provide without cost to the employee MESSA SuperCare I protection for a full twelve month period for the

employee and his/her entire family and any other eligible dependents as defined by MESSA. The appropriate MESSA, SuperCare I or Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse, and/or dependents eligible for Medicare. Upon proper submission of claims, the Board will reimburse employees for the annual deductible, and the @2.00 prescription co-payment.

- B. The Board will provide MESSA VSP 1, including internal and external coordination of benefits (COB), for all employees of the bargaining unit and their eligible dependents as defined by MESSA.
- C. The Board shall provide without cost to the employee the MESSA/Delta Dental Plan H with orthodontic rider 0-4, including internal and external coordination of benefits (COB), for all employees of the bargaining unit and their eligible dependents as defined by MESSA.
- D. The Board will provide Long-Term Disability Insurance for all members of the bargaining unit. The plan will pay 60% of the employees' salary up to a maximum benefit of \$2,500 per month beginning 90 days after total disability occurs. Benefits paid will be subject to all conditions of the carriers plan. The Board will be subject to all conditions of the carriers plan. The Board will provide \$25,000 Group Life Insurance and \$25,000 Accidental Death and Dismemberment.
 - 1. For any teacher who is a spouse of a teacher being covered by a Board paid medical insurance program, the Board will provide an additional \$5,000 Group Life Insurance and an additional \$5,000 Accidental Death and Dismemberment plan.
 - 2. For any teacher being covered by a non-Board paid medical insurance program the Board will provide an additional \$5,000 Group Life Insurance and an additional \$5,000 Accidental Death and Dismemberment plan. The Board will also contribute \$100.00 per month (\$1,200 per year) into a tax-sheltered annuity program for that teacher.
- E. The Board shall make payment of insurance premiums for all **persons employed during the preceding school year** who completed their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing October 1m and ending September 30.

The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedures.

- F. Additional programs available through MESSA shall be available at the EMPLOYEES COST THROUGH PAYROLL DEDUCTION.
- G. Workmen's Compensation: Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided herein. The "sick pay" will be computed on the basis of the teacher's prorated salary per day at the time he becomes absent because of injury or disease.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers are under Schedule A of the agreement. Teachers involved in voluntary extra duty assignments shall be compensated in accordance with Schedule B without deviation except by common consent of both Board and Association officers.
- B. All teachers shall be given one (1) year credit on the salary schedule set forth for each full year of outside teaching experience up to a maximum of five (5) years in any school district in the State of Michigan or other teaching experience in the school district accredited by a recognized accrediting agency. No teacher shall advance more than one (1) experience step from one school year to

the next school year.

C. Provisions for ½-day teachers:

1. One-half day teachers will be allowed the following fringe benefits:
 - a. Allowance of one-half the sick, breavement and personal business leave days.
 - b. A full year of teaching ½-days will allow on ½ step on the salary schedule.
 - c. Allowance of those mandated by law, such as Workmen's Compensation and School Employees Retirement.
 - d. The Board will pay for one-half (½) of the insurance program provided to other employees. If the one-half (½) time teacher elects to participate in the program. The other one-half (½) will be deducted from the employee's pay.
2. The ½-day schedule will be allowed only when another satisfactory teacher candidate is available to take the other one-half day.

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty-eight (28) cents per mile.

E. Any change of classification or the teacher's salary schedule, the teacher will move across to his/her new classification and increase, in the first payroll period in October, January, March, and May. Such evidence shall be submitted to the Superintendent at least fourteen (14) days prior to that payroll period.

F. Teachers may select twenty-one (21) or twenty-six (26) pays with pay beginning the second week of school. When a payday falls during a vacation or the summer, the teacher may pick up his/her check or the Board agrees to send the check postpaid to each teacher.

1993-94 SALARY SCHEDULE "A"

BASE: \$22,940.10 x 1.03 = \$23,628.30

STEP	INDEX	B.A.	B.A.+18	INDEX	M.A.	M.A.+10
0	1.000	\$23,628.30	\$24,028.30	1.0577	\$24,991.55	\$25,391.55
1	1.057	24,975.11	25,375.11	1.119	26,439.96	26,839.96
2	1.117	26,392.81	26,792.81	1.183	27,952.16	28,352.16
3	1.181	27,905.02	28,305.02	1.252	29,582.51	29,982.51
4	1.248	29,488.12	29,888.12	1.324	31,283.74	31,683.74
5	1.319	31,165.73	31,565.73	1.400	33,079.48	33,479.48
6	1.395	32,961.48	33,361.48	1.481	34,993.36	35,393.36
7	1.474	34,828.11	35,228.11	1.566	37,001.76	37,401.76
8	1.558	36,812.89	37,212.89	1.657	39,151.93	39,551.93
9	1.647	38,915.81	39,315.81	1.752	41,396.61	41,796.61
10	1.759	41,562.18	41,962.18	1.871	44,208.36	44,608.36
15	\$300	41,862.18	42,262.18	\$300	44,508.36	44,908.36
20	\$300	42,162.18	42,562.18	\$300	44,808.36	45,208.36
25	\$500	42,662.18	43,062.18	\$500	45,308.36	45,708.36

SCHEDULE B - 1993-94 EXTRA-CURRICULAR COMPENSATION SCHEDULE

LEVEL I: HEAD COACHING - Football, Wrestling, Baseball, Softball, Volleyball, Basketball (Boys and Girls), Track (Boys and Girls), Cross Country (Boys and Girls). Band Director, Choir Director.

LEVEL II: ASSISTANT COACHING - Football, Wrestling, Basketball, (Boys and Girls), Track. J.V. COACHING - Football, Baseball, Softball, Volleyball, Gifted Coordinator if beyond teaching duties.

LEVEL III: Assistant J.V. Football, Freshman Basketball, High School Year Book, Head Cheerleading.

LEVEL IV: J.V. Cheerleading.

experience (years)	none	1&2	3&4	5/more
LEVEL I	\$ 1,677.61	\$ 2,067.81	\$ 2,461.51	\$ 2,866.89
LEVEL II	1,327.12	1,590.82	1,818.83	2,098.18
LEVEL III	1,118.02	1,327.13	1,503.54	1,733.69
LEVEL IV	629.69	741.85	900.72	1,059.60

MISCELLANEOUS

H.S. Student Council	\$ 558.42
Senior Sponsor	558.42
Junior Sponsor	808.43
Class Sponsor: Grades 7 - 10	314.26
Jr. High or Elem. Student Council	265.19
Director - School Play (per play)	573.62
Director - Musical (per musical)	523.37
Asst. Director - Musical	314.26
Quiz Bowl	314.26
Department Chair	314.26
Media Consultant	614.50
Saturday Detention Supervision (per day)	93.46
Driver Education Coordinator	370.34
Driver Education - Classes (per hour)	17.49
- Driving (per hour)	17.12
Substitute Teaching during preparation hour	18.19
Chaperone/Spectator Bus (per event)	32.86
Dance/Roller Skating Chaperone * (per event)	47.53
Hartley Supervision (per trip)	65.82
Crowd Control	10.49
Bookstore Sponsor (per period)	8.74
Lunchroom Supervision	8.74
Committee Chairman	Sub. pay X 2
Committee Members	Sub. pay X 1
Summer Workshop Attendance/day	Sub rate

* Class or organization sponsors will not be paid for dances (roller skating, etc.) when their class is sponsoring the dance (roller skating, etc.).

ARTICLE XIX
MISCELLANEOUS PROVISION

- A. All individual teacher contracts entered into during the term of this agreement shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Teachers agree not to exploit their professional relationship with their students nor knowingly permit any commercial exploitation of their professional status. On this basis, solicitation for the purpose of selling education material and/or services within the system by its teachers shall be considered improper.
- C. Individual contracts shall terminate if the holders permit, provisional, or permanent certificates expire by limitation and is not immediately renewed or if it is suspended or revoked by proper legal authority or at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate.
- D. The parties recognize that adjustments to the tentative calendars for the term of this contract may be necessary to meet the 180 day requirement for students.
 - 1. Days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics or health conditions as defined by City, County or State health authorities, shall not be counted as days of pupil instruction and such days will be rescheduled. Teachers shall not be docked pay for said days, but they shall consequently make up the days at no additional pay or cost to the district. The annual salary is based on 184 teacher work days.
 - a. In the event the number of rescheduled instructional days result in the last day of student instruction falling on a Monday, the parties shall meet prior to May 1 to discuss scheduling alternatives.
 - 2. If Act 239 (Section 101-3) of 1984 requiring the make up of cancelled days is repealed by the legislature and/or declared illegal by the courts so that the district does not have to make up cancelled days, the provisions of this contract providing for the make up of cancelled days shall be null and void. When

schools are closed to students due to conditions not within the control of school authorities, teachers shall not be required to report to their job assignments and shall suffer no loss in salary.

3. If the legislature shall amend the act in any way other than to repeal the make up of cancelled days, and/or if a court rules on the act so as to modify it but not repeal the make up of cancelled days, the parties shall meet to review the changes on the act and provide needed adjustments.
 4. Adjustments to the tentative calendar shall be determined as soon as possible but not later than May 1.
 5. This agreement on how school days will be adjusted because of conditions not within the control of school authorities is confined solely to the term of this contract, and shall set no precedent for subsequent contracts unless mutually agreed to by the Association and the Board.
- E. As an incentive for early retirement, the Board agrees to provide those teachers selecting early retirement, in accordance with provisions of the State Retirement Act, a one-time early retirement payment according to the following provisions:
1. Employees who irrevocably elect to forfeit use or annual payment for unused leave days in excess of 65 may accumulate such unused days into an "individual retirement bank" to a maximum of 120 days (inclusive of the 65 days). Once such days in excess of the 65 are credited to the individual retirement bank, such days are no longer eligible as leave days or for annual payment as unused leave days.
 - a. Exception: Employees, who through reduction in personnel, elect to receive payment for accumulated leave days as prescribed in Article XV may also retrieve days credited to their individual retirement bank and receive payment for such days in accordance with Article XV. However, upon return to the school system from a reduction in personnel, said employee shall not be eligible to repurchase previously credited days for their individual retirement bank.
 2. Employees having 10 or more years of full time service in the New Lothrop School system and who are on the final step of the appropriate salary scale will be compensated for accumulated days in their individual retirement bank as prescribed in the table below. Upon retirement from the New Lothrop Area Public Schools, employees will be paid at the rates designated

below:

RETIREMENT YEARS

<u>OF CREDIT</u>	<u>RATE/DAY</u>	<u>MAX DAYS</u>	<u>TOTAL</u>
30 or Less	\$50	120	\$ 6,000
31	46	120	5,520
32	42	120	5,040
33	38	120	4,560
34	34	120	4,080
35	31	120	3,720
3	27	120	3,240
37	23	120	2,760
38	19	120	2,280
39	15	120	1,800
40	10	120	1,200
Over 40	0	—	—

3. For purposes of this provision, retirement means the teacher must meet State requirements for retirement. Retirement further means the teacher must make application for benefits under the Michigan School Employees Retirement Fund and cannot serve the district in any future capacity without the approval of the Superintendent.
4. In order to be eligible for payment, the teacher must give written notice to the Board at least ninety (90) calendar days prior to the beginning of the semester in which they plan to retire.
5. The retiree will not receive the early retirement payment until he/she has presented proof of retirement from the Michigan Employees Retirement System and submitted an official copy of his/her birth certificate and/or official proof of birth.
6. The early retirement payment will be made after all requirements of this provision have been completed. The retiree may defer the payment until the second pay in January of the subsequent year. Should the retiree die following retirement but prior to receipt of such payment, the early retirement payment shall be made to the retiree's designated beneficiary or estate.
7. Teachers qualifying, electing, and executing this provision prior to August 1 of each of the below listed years will be given credit for days at the following rates in addition to their individually accumulated maximum (to a maximum of 120) regardless of their accumulated days and/or total retirement credits.

8. Failure to provide prescribed notification of any of the above provisions shall void the pay provisions of this Agreement.
9. Should such incentives be determined to be contrary to or in violation of current law, these provisions shall be immediately terminated.

NEW LOTHROP AREA PUBLIC SCHOOLS 1993-94 SCHOOL CALENDAR

Monday, 08/30/93	No Students- Teacher Orientation
Tuesday, 08/31/93	Classes in full session
Monday, 09/06/93	Labor Day - No School
Tuesday, 09/07/93	School reconvenes at regular time
Thursday, 11/04/93	No students-Parent-Teacher Conference
Friday, 11/05/93	No students-Teacher In-Service
Thurs./Friday, 11/25-26/93	Thanksgiving Vacation - No School
Friday, 12/17/93	Christmas Vacation begins at end of day
Monday, 01/03/94	School reconvenes at regular time
Friday, 01/21/94	1/2 day, First Semester Ends
Monday, 01/24/94	Second Semester Begins
Thursday, 03/31/94	Spring vacation begins at end of day
Monday, 04/11/94	No Students-Parent-Teacher Conference
Tuesday, 04/12/94	School reconvenes at regular time
Monday, 05/30/94	Memorial Day - No School
Thursday, 06/09/94	1/2 day for students-Dismissal at 11:30 A.M.- Teacher Record Day in Afternoon
Friday, 06/10/94	1/2 day for students-Dismissal at 11:30 A.M.- Teacher Record Day in Afternoon
Friday, 10/29/93	End of 1st Quarter 43 Instruction Days
Friday, 01/21/94	End of 2nd Quarter 46 Instruction Days
Friday, 03/25/94	End of 3rd Quarter 45 Instruction Days
Thursday, 06/09/94	End of 4th Quarter 46 Instruction Days
	180 Instruction Days
	184 Contractual Day

The Board and Association recognize that if the New Lothrop Area Public Schools negotiated calendar cannot provide the required minimum number of days of student instruction for purposes of receiving State Aid, then the Board may add the day or days at the end of the calendar.

ARTICLE XX
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1993, and shall continue in effect for one (1) year until the 30th day of June, 1994.

This contract agreement excludes summer school activities. In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the 15th day of September, 1993.

SHIAWASSEE COUNTY EDUCATION
ASSOCIATION

By: 

Member Of Negotiation Committee




Member Of Negotiation Committee




Member Of Negotiation Committee


NEW LOTHROP BOARD OF EDUCATION

By: 

President



Secretary



Superintendent

