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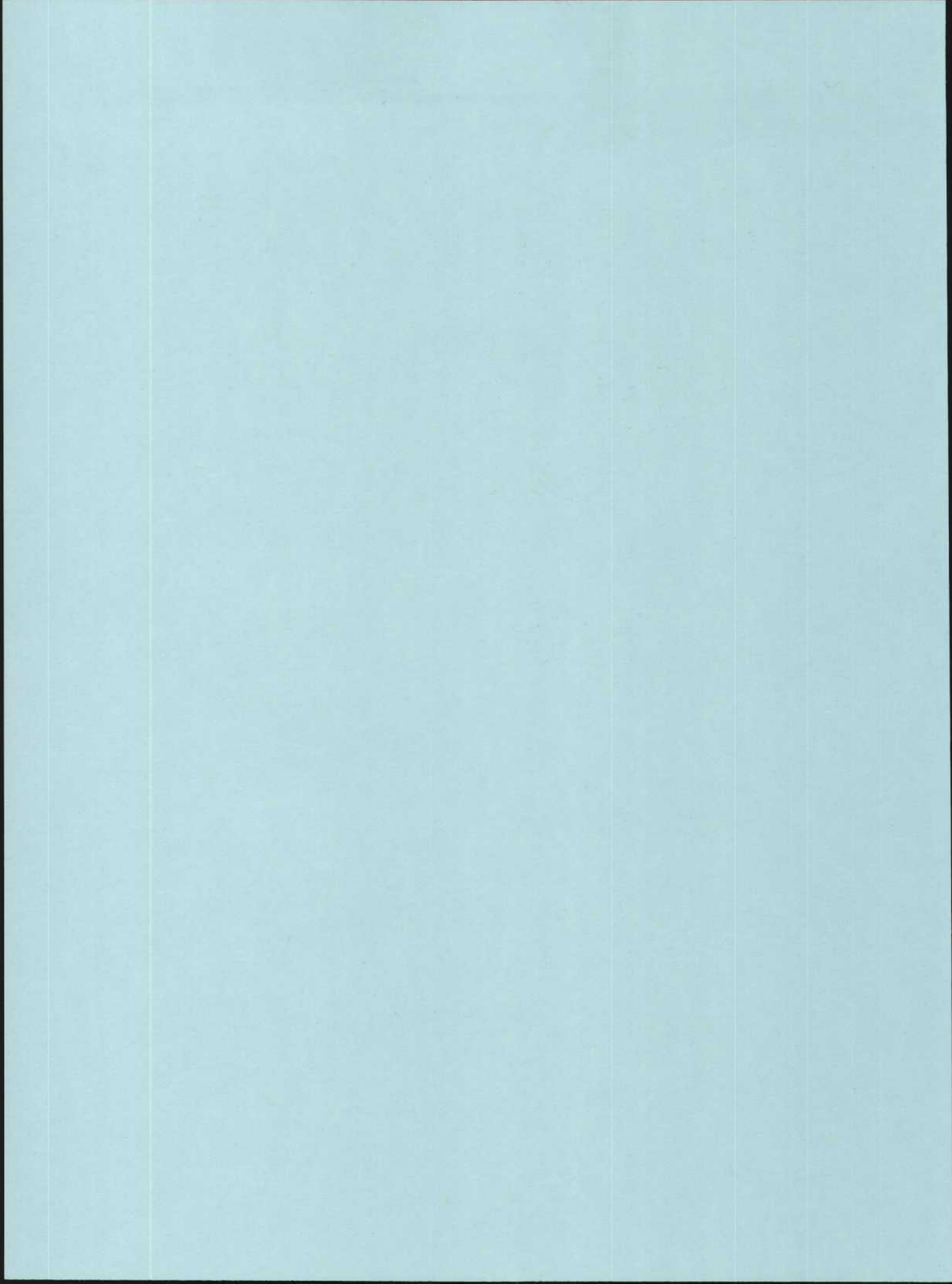
6/30/98

Contractual Agreement

1996-98

Laingsburg Community Schools

**Board of Education
and
Laingsburg Education Association**



Contractual Agreement

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and
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This Agreement entered into this 1st day of July, 1996, until the 30th day of June, 1998 by and between the Board of Education of the Laingsburg Community Schools, Laingsburg, Michigan, hereinafter called the "Board" and the Laingsburg Education Association, hereinafter called the "Association".

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The term "teacher" when used herein shall refer to employees included in the bargaining unit as set forth in the paragraph below, and references to male teachers shall include female teachers. The term "Board" when used herein shall refer to the Board of Education, superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel, within the meaning of Act 379.

B. The following teacher personnel who hold valid contracts with the school district comprise this bargaining unit: preschool-12 classroom teachers, teachers of music, art, library, and physical education, counselors, and teachers of all special education classes, but excluding all supervisory and executive personnel: office, secretarial, clerical, cafeteria, maintenance and operational personnel, and bus drivers, as well as any other non-certified and certified personnel employed by the Board.

C. Where the Board issues a temporary teacher contract, the temporary teacher will be part of the bargaining unit and the provisions of their contract are subject to the terms and conditions of the agreement.

It is understood that a temporary teacher employed under the conditions stated herein shall have no expectancy of continued employment beyond the termination date of their contract and is subject to immediate termination if a reduction in the regular teaching staff is deemed necessary.

D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.

ARTICLE II

Association and Teacher Rights and Responsibilities

- A. The Board hereby agrees that every teacher shall have the right to organize together or to form, join, or assist the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. The Board agrees it will not directly or indirectly interfere with, restrain, or coerce teachers in the exercise of their rights guaranteed above; initiate, create, dominate, contribute to, or interfere with the formation or administration of the Association; discriminate in regard to hours, wages, or any terms or conditions of employment in order to encourage or discourage membership in the Association; discriminate against a teacher because he has given testimony or instituted proceedings under the Act, or because of his participation in any lawful activities of the Association; or refuse to bargain collectively with representatives of the Association.
- B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association on school premises. Bulletin boards in the teachers' lounges shall be available to the Association and its members.
- C. The Board agrees to make available to the Association, in response to written requests, all available public information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation, board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other public information as will assist the Association in collective bargaining, negotiating, and enforcement of this Agreement, together with public information which may be necessary for the Association to process any grievance or complaint. The Board reserves the right to determine what is germane to the matter so that confidential information on personnel does not become public.
- D. The Board shall consult with the Association on any tax programs, construction programs, or major revisions of educational policy which are under consideration. The Association shall be given an opportunity to advise the Board with respect to said matters prior to their adoption. Recommendations of the Association shall be deemed advisory only.

E. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless the teacher is involved in an illegal or illicit act, as defined by a court of law.

F. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory, and without regard to race, creed, religion, color, national origin, handicap, age, height, weight, sex, or marital status.

G. At the beginning of each school year, the Association shall be credited with ten (10) days, with pay, to be used by teachers designated by the Association as officers or agents of the Association. Such uses will be at the discretion of the Association. The Association must notify the building principal no less than three (3) days in advance of taking such leave. The Association shall reimburse the Board for the cost for substitute teachers needed for teachers using Association leave days. No teacher will engage in Association activities during the teacher's normal teaching hours.

H. All teachers agree to notify the Board, as soon as possible of any intent to terminate employment and/or apply for a leave of absence within the school district.

I. It is the duty of all teachers to live up to their responsibility in reporting to school on time.

J. All first year teachers in the Laingsburg Community Schools will be notified of and required to obtain training necessary for a Red Cross Basic First Aid Card. This card must be secured during the first year of their teaching contract on the teacher's own time. With prior board approval, the expense of this training will be the responsibility of the Laingsburg Board of Education.

K. The Association may use school facilities and equipment, including typewriters and duplication equipment, at reasonable times when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal. Association use of school equipment will be permitted provided that:

1. Request is made and use is arranged for in advance.
2. The use is strictly to service the legitimate business of the Association, such as records, notices, correspondence, etc.
3. The purpose is for internal business use of the Association and not for public distribution.
4. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.

L. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances, or other situations which may threaten the health or safety of students.

M. It is the responsibility of each teacher to provide educational experience of the highest quality. This includes:

1. Careful daily preparation, including lesson plans
2. Attendance at staff meetings
3. Participation in activities of the school such as:
 - (a) parent-teacher conferences conducted up to four evenings annually to three (3) hours duration, dates to be determined by the administration.
 - (b) public performance of children in plays, concerts, athletic activities, or other extracurricular activities, to a maximum of four per year.

N. Building principals shall have the right to assign teachers within their building to periodically check restrooms and other locations where smoking or loitering is suspected. Such assignment shall be rotated among all members of the bargaining unit within each building, subject to their individual classroom locations.

O. Teachers shall be available, at reasonable times 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.

P. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

Q. Except for the lunch period, unassigned time of a teacher shall be devoted to instructional duties such as the following: the instructional program, conferring with parents, pupils, administration, and supervisors, studying and maintaining records, and any other instructional duties deemed appropriate by the Board. A teacher should not plan to leave the building during unassigned time unless prearranged and approved by their building principal or designee.

R. Teacher's responsibilities include but are not limited to the following:

1. Obligation to Students

- a. Shall not, without just cause, restrain the student from independent action in his pursuit of learning, and shall not, without just cause, deny the student access to varying points of view
 - b. Shall not deliberately suppress or distort subject matter for which he bears responsibility
 - c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
 - d. Shall not, on the grounds of race, color, creed, or national origin, exclude any student from anticipation in, or deny him benefits under, any program, nor grant any discriminatory consideration or advantage
 - e. Shall not use professional relationships with students for private advantage
 - f. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law
 - g. Shall not tutor for remuneration students assigned to his classes unless approved by the building administrator
2. **Obligation to the Public**
- a. Shall not misrepresent an institution or organization with which he is affiliated and shall take precautions to distinguish between his personal and institutional or organizational views
 - b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions
 - c. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities
 - d. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage
3. **Employment Practices**
- a. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency

- b. Shall not delegate assigned tasks to unqualified personnel
- c. Shall permit no commercial exploitation of his professional position
- d. Shall use time granted for the purpose for which it is intended

S. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered without prior communication with the individual and/or the Association.

ARTICLE III

Rights of the Board

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district, its properties, and its facilities, to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with provisions of this Agreement.
- B. The right to hire all employees is subject to provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause.
- C. The right to establish courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
- D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other applicable laws.

ARTICLE IV

Association Dues, Service Fees and Payroll Deductions

A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political- Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association pursuant to M.C.L.A. 408.477.

B. The Association, in all cases of noncompliance of this Article, shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance.

C. Any teacher who is a member of the Association, or who has applied for membership, may, within ten (10) days of the beginning of the school year, or date of hire, voluntarily sign and deliver to the Board a notice authorizing deduction of membership dues and assessments of the Association, including national, Michigan, and Laingsburg Education Association. Such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments, and contributions from the regular salary check of the teacher each month for (10) months, beginning in September and ending in June of each year.

D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, MEA-PAC/NEA-PAC contributions, or for any other plans or programs jointly approved by the Association and the Board.

E. Individual authorization forms shall be furnished by the Association and, when executed, filed with the agent of the Board.

F. Teachers have their choice of 21 or 26 pays for the school year.

G. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Article. It is agreed that the Association will defend the action of the Board at its own expense and through its own counsel. Nothing herein shall prohibit the Board from also defending its action through its own counsel and expense.

ARTICLE V

Teaching Hours and Class Load

A. All high school and middle school teachers will be in their respective buildings from 8:00 a.m. to 3:10 p.m. and at their assigned teaching stations five (5) minutes before the beginning of school. All elementary teachers will be in the building from 8:05 a.m. to 3:05 p.m. and at their assigned teaching stations five (5) minutes before the beginning of school.

B. If teachers are unavailable to teach, they shall call their principal or designated representative no less than one hour before the teacher's school day starts. Teachers who do not request a substitute by this designated time shall be available to teach.

C. The normal weekly teaching load in the high school and middle school buildings will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. This teaching load will not exceed five (5) hours of pupil contact per day. The normal daily teaching load in the elementary school building will not exceed five and a quarter (5.25) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purposes of this article. No additional student-teacher contact time will be added without mutual agreement.

D. Teaching assignments for part-time teachers shall be scheduled in continuous time blocks. In the event that this does not occur, the part-time teacher will be compensated for all unassigned periods scheduled within their teaching block. The rate of compensation for such periods will be the same as compensation for assigned periods.

E. All teachers shall be entitled to a duty-free lunch period, except that all teachers may be asked to share supervision of students in case of inclement weather as determined by the building principal.

F. Elementary teachers shall be provided with two (2) relief periods per day. One period will be forty-five (45) continuous minutes.

G. If a teacher shall teach more than the normal teaching load as set forth in the Article, he/she shall receive additional compensation at \$12.00 per teaching period.

H. Services to be rendered by teachers include their participation, outside of regular teaching hours, in up to nine hours of general teachers' meetings per semester. These meetings shall be scheduled two days in advance, except in emergency, and attendance at said meeting shall be for all staff members affected and shall take precedence over all

other activities. Any faculty meeting called during normal work hours shall count toward the nine hour requirement.

ARTICLE VI

Teaching Conditions

A. Because pupil teacher ratio is an important aspect of an effective educational program, the Board agrees that every effort will be made to bring class sizes to the following standards, Such effort may be dictated by financial conditions of the school district, the building facilities available, and the best interest of the children.

	Maximum
1. Young Five	20
Kindergarten	25
Grades 1 thru 5	29
2. Middle School 6-8	

All academic classes will have a maximum of 29. Specialized classes will have maximums determined by available equipment and facilities, and will not exceed limits established below for grades 9-12.

Middle School Living Skills	24
3. Secondary 9-12	

All academic classes will have a maximum of 29, except for band and chorus. Specialized classes will not exceed limits established below.

Keyboarding	25
Technical Education	24
Drafting	24
Parenthood	24
Laboratory Sciences	28

Art	28
Writing Courses	24
Physical Education	40

4. Special Programs

Reasonable efforts will be made to procure Special Education teachers. In the event this is not possible, special attention will be given to reducing class size where special students are placed in a regular classroom.

Elementary teachers who are assigned a class which exceeds these maximum standards shall receive additional compensation at the rate of \$25.00 per pupil, per semester, based on the total daily class maximum enrollments stated above. High School and Middle School teachers who are assigned a class which exceeds the maximum standards set forth shall receive \$5.00 per pupil, per term. These additional compensations shall be donated to a scholarship fund administered by the Laingsburg Education Association.

B. No teacher in the High School shall be required to make more than four preparations per day without mutual agreement of the teacher and the principal. When any class averages 15 students or under, it will be reviewed by the administration to determine if the class will continue.

C. The Board agrees to continue to make available in each school typing, duplicating, stencil, and mimeograph facilities, and clerical personnel to aid teachers in the preparation of instructional material.

D. The Board shall provide:

1. A separate desk for each teacher in the district
2. Closet space for each teacher to store coat, overshoes, and personal articles, not to be reduced in size from present space
3. Chalk board space in every classroom, not to be reduced in size from present space

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach
5. A collegiate dictionary in every classroom
6. Storage space in each classroom for instructional materials, not to be reduced in size from present space
7. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities as approved by the superintendent
8. Gym and coaching uniforms for physical education teachers, smocks for art and human ecology teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers, all such items requiring prior approval of the principal
9. Lockable space for each teacher

E. Teacher aides will be engaged for nonprofessional duties and responsibilities of teachers, provided funds are available.

F. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.

G. The Board shall make available in each school restroom facilities exclusively for teacher use, and at least one furnished room which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings.

H. The present telephone facilities shall be made available to teachers for their use, as approved by the building principal. The teacher shall be charged for all telephone bills incurred for other than approved school business.

I. Off-street paved parking facilities will continue to be provided and maintained for school personnel.

J. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being, other than that considered normal for the type of position which they hold.

K. Snow days that must be made up to meet state requirements will be added as consecutive days in June, excluding Saturdays and Sundays, maintaining the same end of

the year half-day format. The official closing date of the school year will be confirmed through mutual agreement of the Association and the Board by April 15 each school year.

Staff In-Service: Additional half-days may be designated for in-service by mutual agreement of the Association and the Board.

Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.

L. Vending machines may be installed and maintained by the Association in the teacher's lounges. Proceeds from such machines shall be donated to a scholarship fund administered by the Laingsburg Education Association.

M. The Board and L.E.A. encourage the involvement of parents and community members in the education of our youth. This involvement may include the visitation of our buildings and classrooms. A meeting will be held by the building principal and the teacher(s) to resolve issues that need to be addressed.

ARTICLE VII

Department Chairperson

A. Teachers in any department in the High School and the principal shall, each year, select from among the teaching staff a department chairperson. The department chairperson shall exercise coordinating functions in inter- and intra- departmental relations, including serving as liaison between the teachers of the department and the school administration. Such chairpersons shall not be considered supervisory employees.

B. Department chairpersons shall be established in the High School for the following departments:

1. Language Arts
2. Social Science
3. Vocational Education
 - a. Agriculture
 - b. Technical Education
 - c. Life Management
 - d. Business
4. Fine Arts - (includes Music and Art)
5. Physical Education
6. Math/Science

C. The department chairperson shall submit a brief written report of the findings, recommendations, activities, and accomplishments within the department. This written report shall be made to the office of the principal no later than April 1st of each school year.

ARTICLE VIII

Qualifications

A. No new teacher shall be employed by the Board for a regular Teaching assignment who does not have a Bachelor's degree from an accredited college or university, except in case of absolute necessity. The Association shall be notified in each instance.

B. Every teacher shall hold a valid teaching certificate and have filed credentials, transcripts, and applications with the office of the superintendent.

C. Teachers shall not be assigned outside of their teaching certificates in grades K-6, or their major or minor fields of study in the high school. In grades 7 and 8, teachers must have a major or minor, or satisfactory teaching experience, in the subject area within the last five (5) years.

ARTICLE IX

Vacancies, Assignments and Transfers

Vacancy shall be defined as a newly created position or a position within the school district presently unfilled due to a teacher leaving the system. Vacancies shall be posted on a designated board in each building during the regular school year. At all other times, written notification of any vacancy shall be mailed to each teacher.

A. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment will only be made upon prior consultation with the affected bargaining unit member. In the event that a change in a teacher's given assignment is proposed after the close of the current school year, such a change will be considered an involuntary transfer, and shall therefore be implemented only in case of an emergency and to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association.

B. When vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his/her reasonable judgement so determines, such vacancy may be filled on a temporary or tentative basis.

C. The Board declares its support of a policy of filling all vacancies from within its own teaching staff. Whenever a vacancy arises, the superintendent shall promptly, within 5 days, notify the Association in writing. Interested teachers shall follow the procedure as set forth in Section D of this Article. If applications for a vacancy are received from the staff by the application deadline, then qualifications of all the applicants, including competency, experience, and other relevant factors will be considered. All qualifications being equal, teachers within the district will be given preference.

D. Requests by a teacher for assignment to a different class, building, or position shall be made in writing, one copy of which shall be filed with the superintendent and one with the Association. The application shall set forth the reasons for requesting the assignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

E. Changes in assignments during the school year shall be designated as transfers. Should transfers be necessitated, the problem will be presented by the principal to the affected teaching staff in an effort to find a volunteer. If a mutually agreed upon transfer is not possible, the least senior teacher having the applicable certification and qualifications shall be transferred.

F. The assignments of adult education, summer school, and driver's education courses, and those extra duties listed in Schedule B shall not be obligatory, but shall be with the consent of the teacher. Coaching positions that are filled by non-bargaining unit members shall be declared "Vacant" every three(3) years effective the 1996-97 school year. Such vacancies shall be posted per all vacancies, thus providing an opportunity for bargaining unit members to apply for said positions. Preference in making such assignments will be given to the best qualified teacher. Qualifications being equal, tenure teachers will receive preference.

ARTICLE X

Leave Days

A. A total of ten (10) leave days shall be granted by the Board of Education. Three of those days may be used for personal business. The unused portion of these days is to be accumulative to an unlimited total. Personal business is defined as important business which may not be taken care of outside of school hours. A teacher planning to use a personal leave day shall notify the building principal, in writing, stating the date for personal leave, three (3) days in advance. Not more than 4 teachers within the bargaining unit may take personal leave days at the same time. No personal leave days shall be taken on the day before or after a holiday or vacation period. Accumulated days shall be used only for sick days as defined below:

1. Personal illness or disability The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability.
2. Illness in the teacher's family Family is defined as parents, spouse, children, and parents-in-law.
3. Death of a family member of the teacher Family is defined as spouse, children, parents, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents, and grandchildren.

A teacher shall be granted a maximum of 3 days "Death Leave" per occurrence. "Death Leave" shall only be granted in those cases where there is a death of a family member of the requesting teacher. "Death Leave" shall not be considered as sick leave and shall be non-accumulative.

4. Leave for emergencies may be granted at the discretion of the superintendent. Such absences are to be charged against sick leave.
5. Allowance for sick leave for staff members employed less than one year will be prorated on the basis of one (1) day earned per month worked.
6. Teachers using more than their accumulated number of sick days shall have the appropriate prorated amount deducted from the following pay.

7. Employees using less than one-half day shall have leave deducted to the nearest tenth as dictated by computer operation. (1-42 minutes = 0.1; 43-84 minutes = 0.2; 85-126 minutes = 0.3; 127-168 minutes = 0.4. It is understood and agreed that each building principal has the discretion to determine whether a staff absence during common preparation periods is chargeable in accordance with this section.

The principal's discretion to approve non-chargeable absences during the common preparation periods will be exercised on an individual case basis. The principal's decision will be based upon the information provided by the teacher requesting the approval.

A teacher excused for a non-chargeable absence will not have leave time deducted from their accumulated leave days unless such absence extends into the student instructional day. When leave time is deducted it will be for the full time period of the absence.

B. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one school year.

C. Absence due to injury or illness incurred on the premises or during a directed activity related to school functions shall not be charged against the teacher's sick leave. The Board shall pay to such a teacher the difference between his/her salary and benefits received under the Worker's Compensation Act for the remainder of such absence, not to exceed one year from the date of accident.

D. A teacher absent from work because of his/her contracting mumps, scarlet fever, measles, or chicken pox during the school year shall suffer no loss of compensation and shall not be charged with sick leave.

E. A teacher called for jury duty shall be fully compensated for lost time. The Board retains the right to ask judicial authority to excuse a teacher from jury duty if it would create a hardship on the district. Any pay received for jury duty will be turned in to the school district in order to qualify the individual for full pay.

F. Leaves of absence with pay, not chargeable against leave days, shall be granted in connection with an appearance before a court or an administrative agency when the teacher is subpoenaed as a witness. Leave with pay shall not be granted if the teacher is found guilty of a felony or misdemeanor.

G. The Board may grant a sabbatical leave of one (1) year, upon application, in accordance with Section 340.572 of the General School Laws of 1955. If a sabbatical leave is granted, the Board will provide 1/2 of the current annual salary for one (1) teacher, provided said teacher returns to the Laingsburg Community Schools for a period of not less than one full year after completing the sabbatical leave. The one-half of the salary earned during the sabbatical leave shall be added to the teacher's regular salary and prorated over the regular pay period of the following year, either 21 or 26 payments. The teacher shall continue to receive fringe benefits as provided by the Board while on sabbatical leave. The application shall state the reasons for requesting, and the use that is to be made of, a sabbatical leave and shall be presented to the Board by March 1st of the year before which the leave is requested.

H. FAMILY AND MEDICAL LEAVE

1. Upon request, the employer shall grant a Leave of Absence to any bargaining unit member, pursuant to the Family Medical Leave Act (FMLA) and the eligibility requirements as contained therein, for any of the following purposes:

- a. The serious health condition of the employee; or
- b. The serious health condition of a family member (including spouse, son, daughter, or parent); or
- c. The birth of a child; or
- d. The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this Section shall be limited to twelve (12) full weeks (60 work days) during the school district's normal fiscal year (July 1 - June 30).

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

3. The employee or the employer shall have the option of first using, or requiring the use of, accumulated paid sick leave, and/or personal leave during the leave. The remainder of any leave time will be unpaid. In no case may the employer require that the employee's remaining accumulated paid sick and/or personal leave days balance drop below five (5) days of accumulation.
4. Health, Dental and Vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
5. Seniority shall continue to accrue during the leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.
7. The Employer may recoup the cost of the premiums paid on behalf of the employee during the leave if the employee fails to return to work.
8. Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. For planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer.
9. If an Instructional employee's return date from a FMLA Leave is within the week(s) preceding the end of the Semester, the Employer's right to postpone return until the beginning of the next semester shall be governed by the terms of the Act.
10. Leaves requested pursuant to sections A through G above and those in Article XI shall not be charged against the F.M.L.A. limits.

ARTICLE XI

Unpaid Leaves of Absence

A. Educational Leave

1. A leave of absence of up to one (1) year may be granted to any tenure teacher, upon application, for the purpose of engaging in study, reasonably related to his/her professional responsibilities, at an accredited college or university.
2. A teacher will be granted full seniority credit for the time on educational leave. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during the leave.

B. Military Leave

1. A military leave of absence from the Laingsburg Community Schools shall be granted to any teacher, upon application, who shall be inducted in, or enlist for, military duty in any branch of the Armed Forces of the United States.
2. A teacher will be granted full seniority credit for the time on military leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during the leave, up to a maximum of three (3) years.

C. Public Office Leave

1. A leave of absence shall be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office.
2. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he/she went on leave. A teacher will be granted full seniority credit for the time on public office leave.

D. Parental Leave

1. A parental leave of absence without pay shall be granted, upon request, to teachers who become parents of a newborn(s). Such leave must be requested in writing prior to the six week post-natal examination, but not less than 30 days prior to the date the leave is to become effective. Such leave shall be granted until the end of the semester in which the leave was requested or until the beginning of the next school year. Upon request of the teacher, the Board shall approve the extension of the leave for one additional school year.

2. A teacher will be granted full seniority credit for the time on parental leave. Upon return from such a leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

E. Maternity Leave

1. If a teacher desires a leave of absence, she must file a written request with the superintendent at least 30 days prior to the anticipated date of such leave.
2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period, usually six weeks after termination of the pregnancy.
3. After the termination of the pregnancy, the teacher shall be permitted to return from leave at any time. However, unless parental leave has been granted, such return shall be no later than following the post-natal examination period, usually six weeks after termination of the pregnancy. Upon returning from leave of absence, the teacher must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose, at its option and expense, to have the teacher examined by the Board's physician prior to the teacher's return to work.
4. Section I. of this Article is not applicable.
5. A teacher will be granted full seniority credit for the time on maternity leave. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

F. Adoptive Leave

1. Any teacher may apply for an adoptive leave without pay. When first notified of acceptance as an adoptive parent by the adoption agency, the teacher shall apply to the superintendent for an adoptive leave. Such leave shall commence when the teacher assumes custody of the child and continue until the beginning of the next school year. Upon request of the teacher, the Board shall approve the extension of the leave for one additional school year.
2. A teacher will be granted full seniority credit for the time on adoptive leave. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

G. Health Leave

1. A bargaining unit member who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed at the discretion of the Board each year, upon written request of the bargaining unit member.
2. Prior to return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such a leave promptly examined by a doctor of its choice at Board expense.
3. A teacher will be granted full seniority credit for the time on health leave. Upon return from such a leave, a teacher shall be placed on the salary schedule at the same step from which the teacher went on leave.

H. Leaves for Other Purposes

1. An unpaid leave of absence of up to one (1) year may be granted to any teacher, upon application, at the discretion of the Board of Education. Upon return from such leave, a teacher shall be placed on the salary schedule at the same step from which he/she went on leave. A teacher will be granted full seniority credit for the time on this approved leave.

I. Notification Requirements

1. Whenever possible, leave requests shall be made at least thirty days prior to the time a decision is necessary.
2. Teachers on leave of absence shall be contacted by certified letter sixty (60) days prior to the expiration of their leave to apprise them of their obligation to return to work. A teacher who fails to respond within thirty (30) days prior to the expiration of their leave shall lose their seniority.

J. Every reasonable effort will be made to assign a teacher returning from leave to the same position previously held, or an equivalent thereof.

ARTICLE XII

Medical Examination

- A. The Board may require a teacher to obtain and submit to the district, at the expense of the Board, a health certificate from the district's qualified physician, or the teacher's personal qualified physician, at a rate not to exceed the one charged by the district's physician.
- B. All teachers shall furnish, on a tri-annual basis, evidence of freedom from communicable tuberculosis. Department of Health form K-7-8 or other official evidence shall be presented to the Board and placed in the teacher's personnel file no later than 14 days after the first day of regular school sessions.
- C. In case of illness resulting in more than one work week of absences, a qualified physician's written statement of clearance to return to employment must be presented to the building principal.

ARTICLE XIII

Academic Freedom

A. No special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:

1. The teacher must be acting within his/her certified area in accordance with accepted courses of study.
2. The teacher must submit an outline to his/her principal of any "controversial" areas, in order that the Board is aware of and has the opportunity to discuss the areas with the teacher. The teacher must have written permission from the principal when an outside resource person is being brought in.
3. The teacher must exercise responsibility and prudence and must carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.

ARTICLE XIV

Teacher Evaluation

A. The parties agree that it is the right and duty of the administration to evaluate teachers. The parties also agree that the purposes of evaluation are to provide information which will determine the employment status of the individual teacher, to recognize levels of teaching performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement. The primary goal of evaluation is the improvement of instruction. During the 1994-95 school year the parties (Board and Association) shall each select three (3) representatives to jointly develop an evaluation instrument. Such new evaluation form shall be implemented effective with the 1995-96 school year.

B. Evaluations shall be conducted and submitted by the building principal.

C. Each formal classroom observation shall be made in person. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The evaluator shall meet with a teacher prior to the evaluation observations for a pre-evaluation conference. Such pre-evaluation conference should include discussion relating to explanation of the Evaluation Form, what specific things the evaluator will be looking for, scheduling and methods of observation(s) and any concerns the teacher may have.

D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview, or within ten days thereafter. At such time the teacher shall sign that he/she has seen the report. The teacher shall have the opportunity to review the evaluation report and indicate in writing whether he/she agrees or disagrees with the report, within three (3) work days.

E. A final written evaluation report on those teachers evaluated will be furnished to the superintendent not less than five (5) days following the final written evaluation. A copy shall be furnished to the teacher, and the Association if requested by the teacher involved. The report shall not contain any information not previously made known to and discussed with the teacher.

F. Tenure Teachers

1. Tenure teachers shall be evaluated in writing at least once each year, not less than thirty (30) days prior to the end of the second semester. Each year-end performance evaluation shall be based on at least one observation of thirty (30) consecutive minutes.

2. If the teacher has received less than a satisfactory performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher.

G. Probationary Teachers

1. Each Probationary teacher shall be provided with an Individualized Development Plan.
2. Teachers shall be provided with at least an annual year-end performance evaluation based on but not limited to, at least two (2) classroom observations held at least sixty (60) days apart unless mutually agreed otherwise.
3. Each evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan.
4. At least sixty (60) days before the close of each school year the Board shall provide the probationary teacher with a definite written statement as to whether or not the work has been satisfactory.

H. The content of any evaluation is not subject to the grievance procedure.

I. Each teacher shall have the right, upon request, to review the contents of his/her own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XV
Professional Behavior and Disciplinary Procedure

- A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board which are not inconsistent with the provisions of this agreement. A teacher may reasonably refuse to carry out an order which threatens physical safety or health.
- B. Any complaints by a parent or guardian of a student directed toward a teacher shall be promptly called to the teacher's attention prior to any administrative action, especially if the complaint is deemed by the immediate supervisor to demand immediate attention.
- C. Breaches of conduct are subject to disciplinary procedure and shall be promptly reported to the offending teacher. Breaches of conduct include, but are not limited to, abuse of sick leave and other leaves, tardiness, violation of Board policies and regulations, and administrative directives not inconsistent with the terms of this master agreement.
- D. The term "discipline" as used in this agreement includes written warnings, written reprimands, suspension with pay as a result of prior discipline, or suspension without pay.
- E. The specific grounds for disciplinary action will be presented in writing to the teacher and the Association no later than at the time discipline is imposed.
- F. A teacher shall be entitled to have present a representative of the Association during any meeting which will, or may, lead to disciplinary action by the administration. Should disciplinary action be likely to occur at a given meeting, the teacher shall be advised immediately of the possibility and be advised by the administration of the right to representation. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such a meeting is held.
- G. No material, including but not limited to student, parental, or school personnel complaints will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against teachers shall be put in writing, including the administrative action taken and remedy stated. The teacher may submit a written reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

If the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate.

H. No teacher shall be disciplined without cause. Any such discipline is subject to the grievance procedure.

I. Discharge of a probationary teacher shall not be subject to the grievance procedure. However, upon written request made not more than seven (7) calendar days following receipt of notice of said discharge, the affected probationary teacher shall receive a hearing before the Board.

ARTICLE XVI

Professional Improvement

- A. The Board, Administration and the Association mutually acknowledge the desirability of professional growth through conferences, workshops or seminars oriented to improve the teacher's professional competency.
- B. Upon approval, travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher.
- C. A teacher shall make a written request to attend a conference, workshop or seminar with his/her principal. Such request shall be given serious consideration by the administration. A written determination will be made on the basis of Board goals, the teacher's assignment and the availability of budgetary funds.
- D. Monies will be budgeted exclusively for teacher-selected conferences. Each building staff will determine a process for the distribution and use of those monies.
- E. Teachers may be required to attend in-service programs that may be scheduled the week before school begins in August or the week after school closes in June. Teachers shall be paid the substitute daily rate for attendance at these programs. Teachers shall be notified at least six (6) months in advance of their required attendance. Attendance requirement exceptions may be made by the superintendent at his/her discretion.

**ARTICLE XVII
SCHOOL CALENDAR
1996-97**

August 26 (M)	Teacher Orientation
August 27 (T)	Student Orientation - 1/2 Day School District Wide
September 2 (M)	Labor Day - No School
October 29 (T)	End Term 1 - 1/2 Day School District Wide
	45 Student Days
	46 Teacher Days
October 30 (W)	Begin Term II
November 7 (Th)	Evening Conferences - District Wide
November 8 (F)	Conferences - District Wide - No School
Nov. 28-29 (Th-F)	Thanksgiving - No School
Dec. 21 - Jan. 5	Winter Vacation
January 16 (Th)	Exams - 1/2 Day High School
January 17 (F)	Records Day - District Wide - No School
	End Term II
	44 Student Days
	46 Teacher Days
January 20 (M)	Begin Term III
February 6 (Th)	Evening Conferences - Middle School
February 7 (F)	Afternoon Conferences - Middle School 1/2 Day School
February 17 (M)	Presidents Day - No School
February 27 (Th)	Evening Conferences - High School
February 28 (F)	Afternoon Conferences - High School 1/2 Day School
March 25 (T)	Records Day - District Wide - No School
	End Term III
	45 Student Days
	46 Teacher
March 26 (W)	Begin Term IV
March 28 (F)	Good Friday - No School
April 3 (Th)	Afternoon/Evening Conferences - Elementary School 1/2 Day School
April 4 (F)	Afternoon Conferences - Elementary School 1/2 Day School
April 7-11	Spring Break
May 26 (M)	Memorial Day - No School
June 5 (Th)	Exams/Records Day - 1/2 Day District Wide
June 6 (F)	Exams/Records Day - 1/2 Day District Wide
	End Term IV
	46 Teacher/Student Days

Total Student Days 180

Total Teacher Days 184

Total Student Half Days - High School & Elementary School - 6 and Middle School 5

**ARTICLE XVII
SCHOOL CALENDAR
1997-98**

August 25 (M)	Teacher Orientation
August 26 (T)	Student Orientation - 1/2 Day School District Wide
September 1 (M)	Labor Day - No School
October 28 (T)	End Term 1 - 1/2 Day School District Wide
	45 Student Days
	46 Teacher Days
October 29 (W)	Begin Term II
November 6 (Th)	Evening Conferences - District Wide
November 7 (F)	Conferences - District Wide - No School
Nov. 27-28 (Th-F)	Thanksgiving - No School
Dec. 20 - Jan. 4	Winter Vacation
January 15 (Th)	Exams - 1/2 Day High School
January 16 (F)	Records Day - District Wide - No School
	End Term II
	44 Student Days
	46 Teacher Days
January 19 (M)	Begin Term III
February 5 (Th)	Evening Conferences - Middle School
February 6 (F)	Afternoon Conferences - Middle School 1/2 Day School
February 16 (M)	Presidents Day - No School
February 26 (Th)	Evening Conferences - High School
February 27 (F)	Afternoon Conferences - High School 1/2 Day School
March 24 (T)	Records Day - District Wide - No School
	End Term III
	45 Student Days
	46 Teacher
March 25 (W)	Begin Term IV
April 2 (Th)	Afternoon/Evening Conferences - Elementary School 1/2 Day School
April 3 (F)	Afternoon Conferences - Elementary School 1/2 Day School
April 4-12	Spring Break
May 25 (M)	Memorial Day - No School
June 3 (W)	Exams/Records Day - 1/2 Day District Wide
June 4 (Th)	Exams/Records Day - 1/2 Day District Wide
	End Term IV
	46 Teacher/Student Days
Total Student Days 180	
Total Teacher Days 184	
Total Student Half Days - High School & Elementary School - 6 and Middle School - 5	

ARTICLE XVIII

Professional Compensation

- A. The basic salaries of teachers covered by this agreement are set forth in the salary schedule, which is attached to and incorporated in this agreement as Schedule B. Such salary schedule shall remain in effect during the terms of this agreement.
- B. All teachers newly employed shall be given full credit on the salary schedule for up to seven (7) years of outside teaching experience in any school district.
- C. All fully certified teachers, excluding special certification, shall receive additional compensation as set forth in Schedule B for hours beyond the bachelor's degree. In order to receive the amount in full, credits must be earned before the beginning of the school year. One-half (1/2) of the difference in credit levels will be paid for credits earned during the first semester of the school year, September 1st to January 31st.
- D. Teachers involved in extra duty assignments set forth in the schedule which is attached to and incorporated in this agreement as Schedule B shall be compensated in accordance with the provisions thereof.
- E. Teachers, required in the course of their work to drive personal cars from one school building to another, shall receive a car allowance based on the current internal revenue service rate. The same allowance shall be given for use of personal cars for field trips or business of the district. The Board shall provide liability insurance protection for teachers when their personal cars are used, as provided in this section.

ARTICLE XIX

Student Discipline and Teacher Protection

- A. Each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. Disciplinary actions and methods invoked by teachers shall be reasonable and just and in accordance with established Board policy; re-Discipline, Corporal Punishment, Suspension adopted 08-21-85. It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. A teacher may use such force as is necessary to protect her/himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class session when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, at the end of that session, full particulars of the incident.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any prudent action as defined by a court of law, and taken by the teacher while in pursuit of his employment, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher for consultation or court appearances in connection with any incident mentioned in D and E above shall not be charged against the teacher's sick leave.
- G. No action shall be taken against any teacher by a parent of a student, nor shall any notice thereof be included in said teacher's personnel file, unless said complaint is in writing and signed by the parent involved. Notice of said complaint shall be made to the teacher concerned and the Association. Steps to rectify the situation which is the basis for the formal complaint shall be discussed with the building principal, the teacher, and Association representative, if the teacher so desires.

H. As a result of maintaining discipline, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property, excluding automobiles, while on duty for the school district, on or off school premises.

ARTICLE XX

Insurance Protection

A. The Board will provide, upon application, hospital-medical care insurance protection for each full-time teacher and his/her immediate family for the year beginning September 1 and ending August 31. The carrier shall be approved by the Board, provided, however, that said plan and policies are approved by the Michigan Insurance Commission. Any insurance plan approved by the Board shall contain no less than the specified level of benefits contained in PHP Plus.

B. The Board will provide, upon application, dental care insurance protection for each full-time teacher and his/her immediate family for the year beginning September 1 and ending August 31. The carrier selected by the Board shall provide dental care protection equal to or better than that provided during the previous year with the minimum level of coverage to be 75/50/50.

C. Insurance carriers in "A" and "B" above shall provide a policy to each subscribing teacher defining the coverage, limitations, and options, within 30 days from the close of the open enrollment period.

D. Teachers with an employment date prior to June 5, 1996 teaching 50 per cent or more each day shall be eligible for full insurance benefits. Teachers hired after June 6, 1996 will receive benefits prorated based upon the percent of the teachers' contractual day.

E. The District agrees to maintain and implement a valid I.R.S.-Section 125 Plan. Teachers not wishing to participate in the Health Insurance plan provided, may, upon written request by September 15, receive \$110.00 per month as per the District's I.R.S.-Section 125 Plan.

F. Teachers may apply towards the purchase of a tax sheltered annuity of their choice from the available companies jointly approved by the Association and the Board.

1. Upon employment, or a request for a change in insurance status, the Administration will provide the employee with a written copy of all necessary information regarding Board sponsored annuity programs, including a list of annuity representatives.
2. The employee will have 45 calendar days in which to notify the Administration, in writing, of his/her decision regarding the choice of an annuity program.

3. If a new employee notifies the Administration of his/her decision within the 45 day time period, the annuity payments will be retroactive to the initial date of employment.
4. For a continuing employee who requests a change in insurance status, or a new employee who exceeds the 45 day notification period by failing to provide the district with the necessary written authorization for payroll adjustments, annuity payments will begin the month the employee provides notification to the Administration of his/her decision to participate in a Board sponsored annuity program.

G. Effective 1988-89. The Board will provide, upon application, vision insurance for each full time teacher and his/her immediate family for the year beginning September 1 and ending August 31. The carrier will be selected by the Board. Any plan approved by the Board shall contain no less than the specified level of benefits contained in MESSA VSP 2.

H. In the event an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue through August 31.

I. The Board shall make payment of insurance premiums for each teacher, providing they have made proper application, to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st. Insurance payments will cease the last day of the month in which termination of employment occurs, if such termination is before the end of the regular school year.

J. In the event a teacher dies, the Board will continue payments of applicable premiums through August 31st, providing the policy permits continued dependent coverage.

K. The Board shall provide, without cost to the teacher, long term disability insurance, including the following specifications:

1. Rate of benefit 60% of monthly salary, direct offset, with maximum of \$2,500 per month
2. A waiting period of ninety (90) calendar days, or after all sick leave is exhausted, whichever comes later
3. Social Security freeze
4. Mental/nervous, alcohol/drug, covered as any other illness
5. Includes maternity benefit and A.D.E.A. regulations, direct offset plan.

L. The Board shall provide, without cost to the teacher, term life insurance in the amount of \$30,000, with AD&D benefits.

M. Teachers on unpaid leaves of absence may continue their fringe benefit programs at their own expense. However, such continuation is subject to the requirements imposed by the respective carriers.

N. Longevity payments will be made according to the following schedule:

1. After completion of fifteen (15) years of teaching experience in the Laingsburg school system, a teacher shall receive an annual lump sum payment of eight hundred) (\$800-'96/'97) and nine hundred (\$900-'97/'98) payable in the first check in June.
2. After completion of twenty (20) years of teaching experience in the Laingsburg school system, a teacher shall receive an annual lump sum payment of one thousand (\$1,000-'96/'97) and eleven hundred (\$1,100-'97/'98) payable in the first check in June.
3. After completion of twenty-five (25) years of teaching experience in the Laingsburg school system, a teacher shall receive an annual lump sum payment of twelve hundred (\$1,200-'96/'97) and thirteen hundred (\$1,300-'97/'98) payable in the first check in June.

ARTICLE XXI

Grievance Procedure

A. Definitions

1. A grievance or complaint is defined as an alleged violation, misinterpretation, or misapplication of the expressed terms of this contract, established teacher personnel policy, or board policy pertaining to teachers.
2. The term "signed" shall mean a written or stamped name of the grievant or grievants affixed to the presented grievance.

B. A written grievance, as required herein, shall adhere to the following conditions:

1. It shall be presented within ten (10) school days of the alleged violation(s).
2. It shall be signed by the grievant or grievants.
3. It shall be specific.
4. It shall contain a synopsis of the facts giving rise to the alleged violation.
5. It shall cite the section or subsections of this contract, personnel policy, or board policy alleged to have been violated.
6. It shall contain the date of the alleged violation.
7. It shall specify the relief requested.

C. All preparation, filing, presentation, or consideration of a grievance shall be held at times other than when a teacher or participating Association representative are to be at their assigned teaching stations unless mutually agreed otherwise.

D. Grievance Procedures. The grievant or grievants may have an Association representative present at any level.

Level 1: In the event that a teacher believes there is a basis for a grievance, he/she shall present in writing the alleged grievance to his/her building principal within ten (10) school days of the alleged violation. The building principal shall

indicate his/her disposition of the grievance in writing within ten (10) school days after receiving the alleged grievance.

Level 2: If the teacher is not satisfied with the resolution at Level One, or if no disposition has been made within ten (10) school days of the Level One presentation, the teacher shall transmit the written grievance to the Superintendent within five (5) school days.

Level 3: Within five (5) school days of receipt of the written grievance, the Superintendent or his/her designee shall meet with the teacher concerning the grievance, indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and furnish a copy thereof to the teacher.

Level 4: If the teacher is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from the date of filing, a written copy thereof shall be filed within ten (10) school days thereafter with the secretary or other designed of the Board. A Board committee of three (3) members shall meet with the teacher concerning the grievance within fifteen (15) school days. The Board committee shall provide a written disposition of the grievance no later than five (5) school days thereafter. A copy of such disposition shall be furnished to the teacher.

Level 5: If the Board committee and the aggrieved teacher shall be unable to resolve any grievance, it may, within ten (10) days after the decision of the Board, be appealed to the mediation and fact-finding procedures established by Act 379, PA 1965. Such appeal shall be in writing and delivered to the Michigan Employment Relations Commission and the Board of Education within said ten (10) day period. If not so delivered, the grievance shall be deemed abandoned.

Level 6: If, after mediation and fact-finding, the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance may be submitted to arbitration within fifteen (15) school days by providing the Board written notice that arbitration will be pursued. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any new grounds, or to rely on any evidence not previously disclosed to the other party.

E. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

F. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

G. It is agreed that a person having filed a complaint may withdraw said complaint at any time at his/her option, and this complaint cannot be processed further.

H. Failure to appeal a decision at any level within the specified time limits shall be deemed as acceptance of the decision at that level.

I. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Law, shall not be the basis of any grievance filed under the procedure outlined in this article.

J. It shall be the function of the arbitrator, and he/she shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He/she shall have no power to establish salary structures.
3. He/she shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended)

4. He/she shall have no power to change any practice, policy, or rule of the Board, nor to substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board, except as it affects this agreement. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement, and he/she shall not imply obligations and conditions binding upon the Board from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. He/she shall have no power to decide any question which, under this agreement in his/her opinion, is 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.
6. In the event that a case is appealed to an arbitrator, upon which he decides he/she has no power to rule, it shall be referred back to the parties, without decision or recommendation, on its merits.
7. There shall be no appeal of an arbitrator's decision if such decision is within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

K. Claims for Back Pay.

- 1.) The Board shall not be required to pay back wages more than the fiscal year in which the written grievance is filed.
- 2.) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.
- 3.) No decision in any one case shall require a retroactive wage adjustment in any other case.

L. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed under the conditions of this agreement.

ARTICLE XXII

Negotiation Procedures

A. Representatives of the Board and the Association's bargaining committee may meet on the last working Tuesday of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned responsibilities, unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the agreement, the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

B. Prior to April 15th of the year in which the contract terminates, the parties shall initiate negotiations.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signature to the ratified agreement within 24 hours of ratification.

There shall be three signed copies of the ratified agreement for purposes of record: one retained by the Board, one by the Association, and one by the superintendent.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.

ARTICLE XXIII

Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified as set forth in Article XXII, Section A.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. This agreement, during its duration, shall be controlling, if an individual contract contains any language inconsistent with this agreement.
- C. This agreement shall supersede all previous agreements, verbal or written, or based on alleged past practices of the Board or the Association, which shall be contrary to or inconsistent with its terms.
- D. If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, 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.
- E. Legible copies of this agreement, Board Policies, and Staff Policy Handbook shall be printed at the expense of the Board and made available to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Each teacher employed by the Board shall be issued teaching and extra pay contracts for extra duties by the date they assume such duties. Said contracts shall be in duplicate, one copy to be retained by the teacher and the other by the Board or its designated representative.
- G. Leave days with pay shall not be granted if the teacher is a plaintiff in a suit against the Board, or if the teacher is connected with an unfair labor practice hearing involving the Board and the LEA.

ARTICLE XXIV

Layoff and Recall Procedure

It is hereby specifically recognized that it is within the sole discretion of the Laingsburg Board of Education to reduce educational programs, curriculum, and staff. The Board may so act in accordance with the provisions listed below and subject to expressed provisions of the Master Agreement between the Laingsburg Education Association and the Board of Education of the Laingsburg Community Schools.

A. In order to promote an orderly reduction in personnel when the educational program and/or curriculum, and/or staff is curtailed, the following procedure will be used:

1. If reduction is necessary, then probationary teachers, in the specific position being reduced or eliminated, shall be laid-off, provided there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid-off teachers.
2. If reduction is still necessary, then teachers in the specific positions being reduced or eliminated will be laid off, pursuant to ranking on the classification schedule established pursuant to Section B of this Article. Those individuals with the lowest ranking on the schedule shall be laid off first.
3. There will be one seniority list. Teachers will have bumping privileges by certification pursuant to Section B of this Article. Administrator or Teacher seniority - Seniority will be established from the first day of continuous on the job performance. Extra activities are excluded.

- Tie:
- a. Highest degree held
 - b. Semester credits beyond highest degree
 - c. Flip of the coin

B. Lay-off shall be on the basis of seniority, whereby the least senior employee shall be laid off first, provided a more senior staff member is certified and qualified to fill the open position.

1. Qualification, for the purposes of this provision, shall mean:

a. **Secondary Certified Teachers**

Staff members shall have secondary certification, a minimum of one year's teaching experience in the subject to be taught within the past five (5) years, or agree to take a minimum of six (6) semester hours of academic training in the subject area in which the vacancy exists. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher learning. Further said training shall be arranged at the teacher's expense and during off-duty hours.

b. **Elementary Certified Teachers**

Staff members shall have elementary certification and a minimum of six (6) semester hours in elementary reading methods for assignment at the K-6 level. The district agrees that this requirement shall be waived if the teacher has a minimum of one (1) year experience at the K-6 level within the past five years.

c. **7th and 8th Grade Teachers**

A secondary certified teacher, to be qualified for assignment to seventh and eighth grade level specialty areas, shall have a minimum of eight (8) semester hours of academic training in the subject area to be taught by the first day of the teaching assignment, or a minimum of (1) one year teaching experience in the subject matter in which the vacancy exists (within the past five (5) years). Further, said training shall be arranged at the teacher's expense and during off-duty hours. All seventh and eighth grade academic areas will require eight (8) semester hours of training by the start of the second school year.

An elementary certified teacher, to be qualified for assignment to seventh and eighth grade level specialty areas, shall have a minimum of one (1) year experience in the subject matter to be taught within the past five (5) years, or a minimum of eight (8) semester hours of academic training in the subject area in which the vacancy exists, by the first day of the teaching assignment. Further, said training shall be arranged at the teacher's expense and during off-duty hours. All seventh and eighth grade academic areas shall require eight (8) semester hours of academic training by the start of the second school year.

Specialty areas include such subjects as band, life management, technical education, physical education, and reading.

Demonstrated proficiency in a specialty area may be considered, at the discretion of the Board, when teachers are assigned in those areas. A teacher who does not have the required semester hours of academic training in the specialty area, but who can demonstrate proficiency in the area to the satisfaction of the administration, may qualify for the assignment, providing he/she takes eight (8) semester hours of credit concurrent with the teaching assignment the first year.

- C. To qualify for all teaching assignments referred to in this article, the teacher must have necessary certification to assume the full teaching assignment.
- D. Recall shall be in inverse order of seniority, subject to the individual having prerequisites and certification as set forth herein for the vacancy in question.
- 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 the individual contract, but subject to terms and conditions of this agreement.

ARTICLE XXV

SCHOOL IMPROVEMENT

- A. The provisions contained in this Article shall apply to all School Improvement Plans (SIP), their processes and/or components, as provided in Public Act 25 of 1990.
- B. District and/or building level committees will be responsible for the development and implementation of the SIP. Such committees will determine their own decision making process.
- C. Any participation in a SIP committee, whether in full or in part, shall be voluntary and will in no way adversely affect a teacher's evaluation.
- D. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail unless mutually agreed in writing by the Board and the Association.
- E. To the extent any proposed element of the School Improvement Plan conflicts with the terms of the Master Agreement, the identified provisions will be subject to renegotiations at the request of either party.

ARTICLE XXVI

Least Restrictive Environment(LRE)/Inclusive Education

A. The following conditions shall apply to the placement of children assigned to regular education classrooms who are identified in ways such as medical fragile, POHI (Physically and/or otherwise Health Impaired), EMI, SXI, TMI, SMI, autistic, visually or hearing impaired:

1. Any bargaining unit member who will be providing instructional or other services to a special needs student in a regular education classroom setting shall be invited to participate in the IEPC meeting(s) which may initially place or continue placement of, a student in a regular education classroom.

In instances where it is not possible to identify, in advance of IEPC's, general education teachers who ultimately will have special needs students assigned to their classrooms, meetings will be convened with such general education teachers as soon as possible following the beginning of the school year.

2. If any bargaining unit member advises the employer, in writing, of a reasonable basis to believe problems exist in the implementation of a special needs student's current IEPC, which are negatively impacting the student's educational progress, and/or impeding the learning progress of non-special needs students in the same placement, the bargaining unit member shall have the right to call for a meeting with the appropriate administrator to discuss the problem and possible resolutions.
3. The district will provide whatever the IEPC specifies as it pertains to providing all supplemental aids, support personnel and other related services necessary to satisfactorily educate the student in the regular education class.
4. In-service training regarding the instruction and/or behavior of special needs students in the regular education classroom setting will be provided as agreed to by the teacher and the building administrator.
5. The current class size teaching load of a teacher shall be taken into consideration prior to the placement of a special needs student in his/her classroom.

6. No bargaining unit member shall be required to provide school health services {defined as an act or function constituting the "Practice of Medicine" within the meaning of the Public Health Code (MCL 333.17001)}, except in life threatening circumstances. Bargaining unit members will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

ARTICLE XXVII

MASTER/MENTOR TEACHER PROGRAM

- A. Master/Mentor teacher is an experienced educator and, as part of his/her assignment, has agreed to accept the role of providing professional support, instruction, and guidance to a beginning teacher/mentee, in the same or similar field of practice or certification.
- B. The mentor - mentee assignment shall adhere to the following conditions:
1. Participation as a mentor shall be voluntary on a case by case basis.
 2. Probationary teacher/mentor assignments shall be made by the administration.
 3. Reasonable efforts will be made to establish probationary teacher/mentor matches in the same building and in the same or similar specialty of area of certification.
 4. The mentor teacher assignment shall be for one year subject to review by the mentor and mentee after six (6) months, at which time either party may request termination of the relationship. The appointment may be renewed in succeeding years.
- C. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- D. The mentor shall receive mentor training and participate in experiences which prepare him/her for his/her role and responsibilities. Such training will be at district expense.
- E. In addition to the probationary teacher's responsibilities under the school calendar (Article XVII) the probationary teacher is responsible to attend at least fifteen (15) days of professional development during the first three years of their probationary period.
- F. Released time will be granted with the approval of the principal.

ARTICLE XXVIII

Duration of Agreement

This agreement shall be effective as of July 1, 1996 and shall continue in effect until the 30th of June, 1998. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

by _____
President

by _____
President

by _____
Secretary

by _____
Secretary

1996-97
Salary Schedule

Step	BA	BA + 20	MA	MA + 20
0	27,378	28,282	29,416	30,298
1	27,681	28,587	29,719	30,610
2	29,091	29,932	31,151	32,088
3	29,930	30,846	32,292	33,260
4	31,150	32,067	33,540	34,546
5	32,378	33,301	34,756	35,800
6		35,065	36,991	38,100
7		37,144	38,913	40,080
8		39,441	41,302	42,541
9		42,158	44,252	45,580
10		46,778	48,951	50,421

Semester hours or equivalent to be applied to salary credit beyond the Master's degree must be related to the teacher's certification, assigned subject area(s), or anticipated assignment change in the Laingsburg School District.

Continuing or permanent certification qualifies a teacher to be placed on the BA+20 salary track.

1997-98
Salary Schedule

Step	BA	BA + 20	MA	MA + 20
0	28,131	29,060	30,225	31,131
1	28,442	29,373	30,536	31,452
2	29,891	30,755	32,008	32,970
3	30,753	31,694	33,180	34,175
4	32,007	32,949	34,462	35,496
5	33,268	34,217	35,712	36,785
6		36,030	38,008	39,148
7		38,165	39,983	41,182
8		40,526	42,438	43,711
9		43,317	45,469	46,833
10		48,064	50,297	51,808

Semester hours or equivalent to be applied to salary credit beyond the Master's degree must be related to the teacher's certification, assigned subject area(s), or anticipated assignment change in the Laingsburg School District.

Continuing or permanent certification qualifies a teacher to be placed on the BA+20 salary track.

**SCHEDULE B
EXTRA PAY FOR EXTRA DUTIES**

EXTRA DUTY ASSIGNMENT

	<u>1996-97</u>	<u>1997-98</u>
High School Athletic Director	3326	3417
Middle School Athletic Director	1249	1283
Fall Sports		
Golf	1249	1283
Girls' Varsity Basketball	3326	3417
Girls' J.V. Basketball	1664	1710
Girls' 9th Basketball	1249	1283
Girls' 8th Basketball	1038	1067
Girls' 7th Basketball	1038	1067
Varsity Football	3326	3417
Assistant Varsity Football	1664	1710
J.V. Football	1664	1710
Assistant J. V. Football	1249	1283
Freshmen Football	1249	1283
High School Cross Country	1249	1283
Middle School Cross Country	416	427
Winter Sports		
Girls' Varsity Volleyball	2078	2135
Girls' J.V. Volleyball	1249	1283
Girls' 7th Volleyball	833	856
Girls' 8th Volleyball	833	856
Boys' Varsity Basketball	3326	3417
Boys' J.V. Basketball	1664	1710
Boys' 9th Basketball	1249	1283
Boys' 8th Basketball	1038	1067
Boys' 7th Basketball	1038	1067
Add for "B" Schedule (MS Basketball)	209	215
Spring Sports		
Boys' Varsity Baseball	2184	2244
Boys' J.V. Baseball	1249	1283
Boys' Varsity Track	2184	2244
Boys' Assistant Varsity Track	1038	1067
Middle School Track	833	856
Girls' Varsity Softball	2184	2244

	1995-96	1996-97
Girls' J.V. Softball	1249	1283
Girls' Varsity Track	2184	2244
Girls' Assistant Track	1038	1067
Cheerleading		
High School		
Fall Sports		
Varsity	2078	2135
Junior Varsity	1249	1283
Winter Sport		
Varsity	2078	2135
Junior Varsity	1249	1283
Middle School	1038	1067
Middle School Intramurals	416	427
Class Advisors		
Senior Class	1038	1067
Junior Class	1038	1067
Sophomore Class	623	640
Freshman Class	416	427
Academic Teams		
Quiz Bowl	879	903
Odyssey of the Mind	294	302
Future Problem Solvers	294	302
Science Olympiad	294	302
Clubs		
Boys' Varsity Club	262	269
Girls' Varsity Club	262	269
F.H.A.	833	856
Foreign Exchange	623	640
National Honor Society	416	427
Student Council - High School	1038	1067
Student Council - Middle School	623	640
S.A.D.D.	623	640
Publications	2184	2244
Pep Club	273	280
Math/Science Club	273	280
<u>Drama</u>		
Spring Musical		
Director	1664	1710

	1996-97	1997-98
Music Director	1038	1067
Assistant Director	416	427
Technical Assistant(s) (3)	216	222
Three Act Play	833	856
One Act Play/Talent Show	416	427
Curriculum		
Teacher In Charge (Per Hour)	\$18.22	\$18.72
Teacher In-Service (Per Hour)	\$17.67	\$18.16
Curriculum Development	\$17.13	\$17.60
Other		
Publications	1249	1283
Band Director	2184	2244
Summer Ag./FFA	4390	4511
Middle School Camp Director	209	215
Middle School Teacher/Chaperones (5)	209	215
Driver Education (Per Hour)	\$17.67	\$18.16
Homecoming	294	302
Technical Support (3)	1646	1691
Middle School F.F.A. Advisor	792	814
Lunch/Recess Supervision	273	281
Title I Coordinator (Parent Training)	432	444
PEGS Coordinator (Parent Night)	216	227
Master/Mentor Teacher		
First Year	528	543
Second/Third Year	317	326

SITES

A. Purpose and Participation

1. The Shiawassee Interactive Telecommunications Educational System (SITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating Districts.
2. Participation during the regular K-12 instructional day is limited to those districts which have, along with the District's recognized teacher bargaining agent, ratified this document without modification at the local district level as an Appendix to the respective parties' master contracts.
3. The contract language that follows is to be an appendix to each teacher contract Shiawassee County. In order for this appendix to be in effect in any school district, it must be approved by the local board of education for that school district, the Shiawassee County Education Association where appropriate, and its certified bargaining agent for the school district. The parties agree this appendix shall supersede any conflicting terms of the local master contract for each constituent district. Areas not covered by the appendix shall be governed by the terms of the local master contract of each constituent district.
4. Failure of a district or its recognized teacher bargaining agent to ratify this document shall not preclude the use of the SITES system by the district for other purposes, outside the regular K-12 instructional day.

B. Staffing

1. Assignments to telecommunications classes shall be made by the originating site on a yearly basis and shall be voluntary when possible. Such positions shall be filled on the basis of certification in the subject area.
2. At remote sites, the constituent district agrees to provide appropriate classroom supervision by a school employee. Any remote site supervising personnel will be responsible for the behavioral supervision of remote site students. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her regularly assigned duties.

3. In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed, subject to the district's master contract and/or policies. Such teachers shall have no contractual rights in other originating site districts or remote site districts.

C. Definitions

1. Teleinstructional teaching assignment and telecommunications classes are used interchangeably and refer to teaching K-12 students in an originating site district during the regular K-12 day via the SITES system where the assignment contains one or more sections of teleinstructional teaching responsibilities.
2. Teacher shall refer to an individual assigned to a teleinstructional teaching assignment in an originating site district.
3. Regular K-12 instructional day shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.
4. Originating site district shall refer to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to remote site districts during the regular K-12 instructional day.
5. Remote site district shall refer to a district in which SITES programs are received during the regular K-12 instructional day.
6. SITES shall refer to the Shiawassee Interactive Telecommunications Educational System.
7. District shall refer to any district which, along with its recognized teacher bargaining agent, executes this Appendix.
8. Recognized teacher bargaining agent and association are utilized interchangeably and refer to the bargaining agent recognized pursuant to the provisions of the Public Employment Relations Act as the exclusive bargaining agent shall include, where appropriate, the Shiawassee County Education Association.

9. SITES governing council shall refer to the representative council of delegates from participating districts and a representative appointed by the SCEA who are responsible for the development of operational procedures of the SITES system, the annual determination of course offerings and the designation of or changes in originating and remote site districts.

D. Responsibilities of Originating and Remote Site Districts and Staff

1. The telecommunications class teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites, consistent with the policies and procedures of the originating site district. Teachers assigned to telecommunications classes shall not be primarily responsible for maintaining classroom discipline at remote site. Such teachers will cooperate with and provide necessary assistance to staff assigned to supervise remote site district classrooms.
2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

1. The parties mutually agree that the purpose of SITES is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site and those at remote sites, shall not exceed twenty-four (24) students per teacher, per class hour.
2. Additional class periods before or after the regular K-12 instructional day may be established where possible with mutual agreement between the originating site teacher and district. The total length of the teacher's workday in such instances, however, will not exceed the total length of the regular K-12 instructional day at the originating site as defined by the local master contract.

3. Each additional class period, other than those defined in E2 shall be compensated according to the local master contract of each constituent district or established practice. Absent such language or practice, each additional class period, other than those defined in E2, shall be compensated in 17% (.17) of the teacher's daily rate of pay, computed by dividing his/her annual rate of pay by one hundred eighty (180).
4. During the first semester or school year that a teacher is assigned to teach a new and/or different class via SITES, he/she will be provided with a daily additional preparation period. Subsequent identical SITES class assignments would include eight (8) release days for visitation/preparation purposes each semester. Such release time shall be granted in increments determined by mutual agreement between the teacher and administration.
5. It is understood that the preparation time set forth herein shall be in addition to the normal preparation time provided under the local collective bargaining agreement. It is further understood that such preparation periods shall be of the same length, per period, as provided under the local master contract.
6. The number of different class preparations of any teacher acting as a presenter of a telecommunications class shall be subject to the local master contract of each constituent district. Each different telecommunications class taught shall count as one (1) preparation.
7. Bargaining unit members who, from time to time, may be required to use their personal auto to travel between sites or to training or to other meetings regarding SITES shall be reimbursed for their mileage at the maximum rate allowed by the local master contract or board policy.
8. The evaluation of teachers in teleinstructional teaching assignments shall be subject to the evaluation procedures contained in the originating site's master contract.

F. Training

1. Teachers who will be presenting telecommunications classes, as well as teachers and/or others who will be monitoring students at remote sites, will be provided with initial and ongoing training in using telecommunications as an alternative educational delivery system.

When training occurs outside normal/working hours, teachers who are present at initial and on-going training in the presentation of telecommunications classes or other related matters regarding SITES shall be compensated at the per diem Intermediate School District substitute rate.

2. Prior to implementation, each participating district will also make available orientation and/or in-service training for all employees regarding the purpose and implementation of SITES.

G. SITES Equipment and Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
2. The use of the system is controlled and regulated by the SITES governing council.
3. Association requests for use of the system will be directed to the SITES governing council. Fees may be assessed for the use of the system.
4. Districts shall not be restricted in the use of the SITES system outside of the regular K-12 instructional day or school year.

H. Effect on Teacher Employment

1. There will be no reduction in the total number of bargaining unit members employed or the hours worked as result of the implementation and use of SITES.

This provision shall not be construed to prohibit replacement or reduction through attrition nor will this provision have any bearing on layoffs or reductions not related to the operation of the SITES system.

I. Broadcast and Rebroadcast

1. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in a section of that telecommunications class or for in-service (ing) of existing staff.
2. It is understood that videotapes of a telecommunications class are the property of the originating site district. A telecommunications class may be televised live, or via videotape, for purposes other than those referred to in I.1 by mutual consent of the teacher and the originating site district.

J. Duration, Review, Enforcement and Future Negotiations

1. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the originating site's master contract's grievance procedure.
2. This Appendix shall be effective in a district upon ratification by the Board of Education and the recognized bargaining agent and shall remain in effect until June 30, 1998.

Negotiations of a successor Appendix shall commence on or before March 1, 1998.

3. The parties agree it may be necessary to meet during the above stated period to discuss issues not contemplated or addressed in this Appendix.

4. Any changes during the term of this Appendix and any changes resulting from the negotiations of a successor Appendix are delegated solely to the representative bargaining committee of the SITES governing council and the Shiawassee County Education Association's representative bargaining committee. Any modifications or successor Appendices are subject to the respective parties' ratification procedures.

Gwendolyn George

Gwendolyn George

On behalf on the Laingsburg
Education Association

Halsted R. Beatty

Halsted R. Beatty

On behalf of the Laingsburg
School District
Board of Education

Date October 29, 1996

Date OCT 29, 1996

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