

3166

6/30/98

Collective Bargaining Agreement

between the

**LAPEER COUNTY VOCATIONAL-TECHNICAL CENTER
TEACHERS' ASSOCIATION**

and the

LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT

Effective July 1, 1995 to June 30, 1998

Lapeer County Intermediate School District

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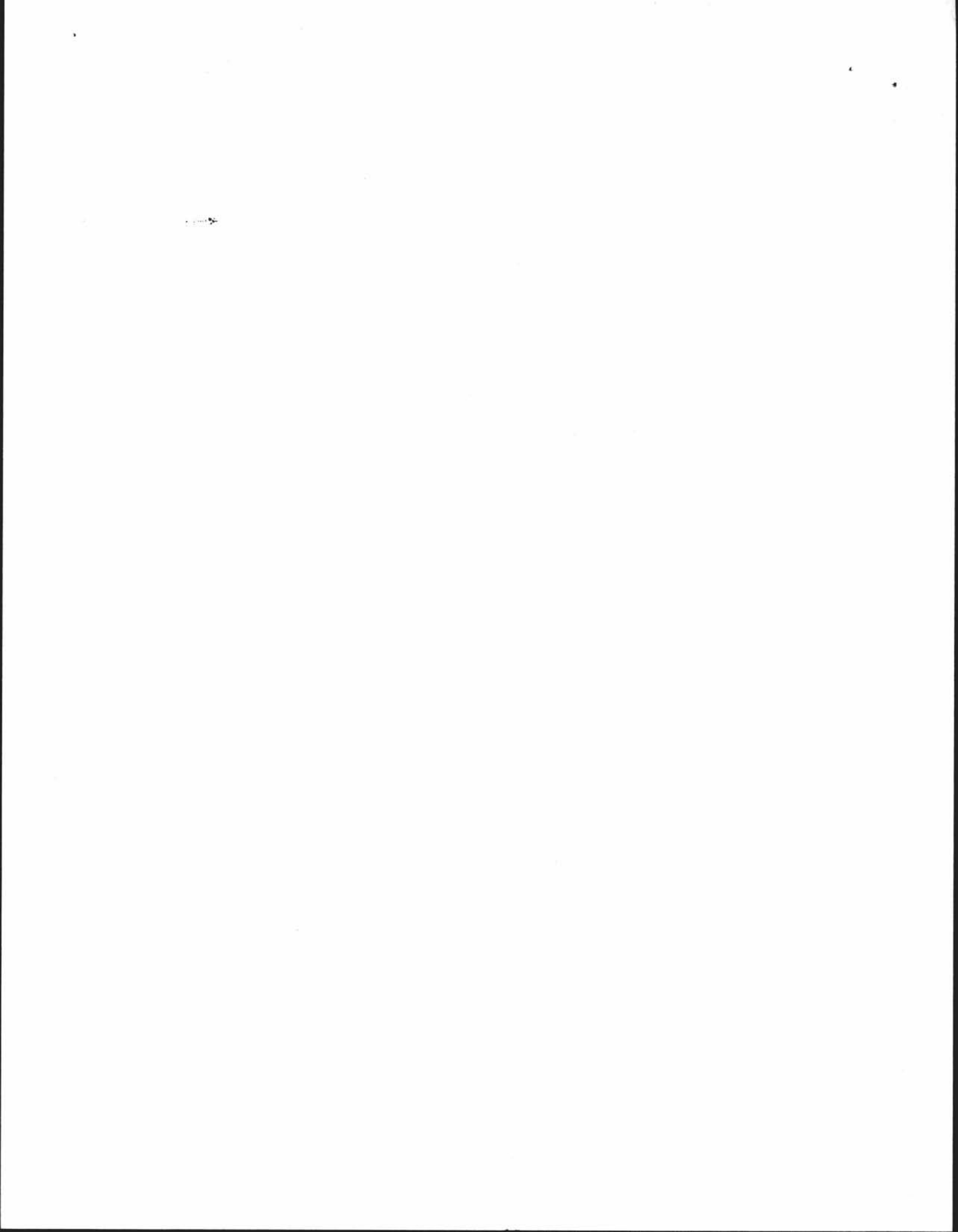
ALLIANCE - 1874
LAWYER AND ARCHITECT
MURPHY'S BUILDING

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Lapeer County Vocational-Technical Center Teachers' Association, hereinafter referred to as the LVCTA, affiliated with the Michigan Education Association and the National Education Association as the sole and exclusive bargaining representative for all professional vocational education personnel under written contract or on leave employed by the Lapeer County Intermediate School District. Professional personnel shall be defined as all regular vocational instructors and student services personnel employed for the Lapeer County Intermediate School District. Such representation shall exclude paraprofessionals, adult education instructors and persons engaged at least fifty (50) percent of the time in an administrative or supervisory capacity. The term teacher (when used hereinafter in the Agreement) shall refer to all professional employees represented by the LVCTA in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers. References to instructional programs shall include student services delivery systems.

Whenever a teacher is employed in a bargaining unit position(s) for sixty (60) or more consecutive school days, he/she shall become a part of the unit. Only the salary and seniority provisions of the contract will be retroactive to the initial date of employment.

Teachers hired to replace a teacher on leave who is returning during the school year may be laid off without notice required in Article XIII. In such an event, the teacher will be given notice of layoff at the time of employment or be given notice of the possibility of layoff at the time of employment.

The Lapeer County Intermediate School District agrees not to negotiate with or recognize any labor organization other than the LVCTA for the duration of this Agreement.

ARTICLE II

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the LVCTA as the representative of its vocational teaching personnel with respect to hours, wages, terms and conditions of employment, and,

Whereas, the parties, following deliberate professional negotiations, have reached certain understandings which they desire to confirm in the Agreement,

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

ARTICLE III

DURATION OF AGREEMENT

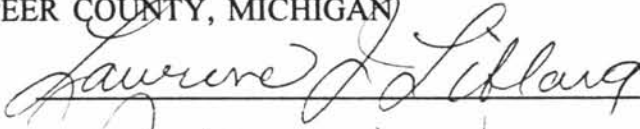
This Agreement shall be effective upon ratification and shall continue until 12:01 a.m. of the first teacher day of the 1998-99 school year.

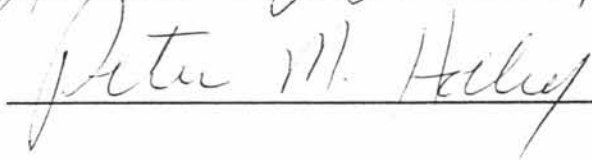
This Agreement shall automatically be renewed for one full year after its termination date unless either party notifies the other, in writing, not later than June 1, 1998, that it wishes to enter into negotiations on a new contract. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness whereof, the parties have executed this Agreement by their authorized representatives on the 1 day of JULY, 1995.

BOARD OF EDUCATION
LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
LAPEER COUNTY, MICHIGAN

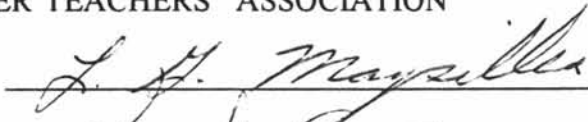
BY:






LAPEER COUNTY VOCATIONAL-TECHNICAL
CENTER TEACHERS' ASSOCIATION

BY:





ARTICLE IV

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965.

ARTICLE V

TEACHER RIGHTS

A. Pursuant to the Michigan Public Employee Relations Act (P.A. 379), the parties agree that every professional employee of the Board shall have the right to freely organize, join and support the LVCTA for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the LVCTA, his/her participation in the activities of the LVCTA or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Similarly, the LVCTA and its members recognize their responsibility to abide by the provisions of P.A. 379 and to refrain from the commission of actions that would violate said Act.

B. Nothing contained within this contract shall be construed to deny or restrict to any teacher or the Board, rights they may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

C. Unless it can be reasonably determined that the effective operation of classroom activities is interfered with:

1. The teacher's religious or political activities or the lack thereof shall not be grounds for discipline or discrimination.
2. Teachers shall be entitled to full rights of citizenship.
3. The private and personal life of a teacher will not be within the appropriate concern or attention of the Board provided, however, that the commission of a felony shall be within the appropriate concern or attention of the Board.

D. It is recognized teaching can best be accomplished in an atmosphere free of unreasonable censorship and restraint. During normal school activities, teachers are not to proselytize before students any religious or political ideals, or philosophy espoused to influence students in support of any cause, whether political or religious.

E. The Board recognizes that a wide variety of teaching methods, techniques and courses of study are appropriate to meet the needs of students within the program cluster area. It shall be the teacher's responsibility to assist in the selection of materials and curriculum development, and to select appropriate methods for the instruction of students. A recommendation from the respective Program Advisory Committee shall be provided whenever there is a difference of opinion regarding curriculum, if requested by the teacher or Principal. However, the Principal retains the right to rule on the propriety of subject matter and materials to be used in all courses of instruction. This paragraph is not intended to require automatic approval of equipment, materials, and facilities; however, if the Board mandates special instructional programming, the Board will provide necessary materials, equipment and facilities.

ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Each bargaining unit member shall, as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 12.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. If any bargaining unit member paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to provision A, such bargaining unit member may present such objection pursuant to MEA policy; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement, or any other Administrative or judicial procedure.

C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective Agreement. The Association further agrees to indemnify the Board of any damages which may be assessed against the Board as a result of said suit or action subject, however, to the following conditions:

1. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or other tribunal.
2. The Association has the right to choose the legal counsel to defend any said suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution, bylaws, and administrative procedures. Pursuant to such authorization, the employer shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each pay period for twenty (20) consecutive pay periods, beginning in September and ending in June of the following calendar year. The Board agrees to promptly disburse said sums to the Association.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, which shall include: Horace Mann, Variable Annuity Life Insurance Company, Midland Life, New York Life, MEA, and up to two other annuity companies selected by the Association; credit union, savings bonds, and any other plans or programs jointly approved by the Association and the Board. The Board

shall remit the deductions to the appropriate insurance company no later than thirty (30) days after the deductions.

F. The Board shall advise the Association of additions, deletions, leaves, and transfers of members of the bargaining unit as they occur. The Board shall make available to the Association, as soon as possible, the names of teachers in the bargaining unit and the building to which they are assigned. A list containing current information, upon request, may be obtained from the Intermediate School District Administration Building.

G. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE VII

NEGOTIATION PROCEDURES

A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

B. The LVCTA shall designate a teacher as Association Representative (AR). The Principal and the Association Representative shall meet at least bi-monthly for the purpose of reviewing the administration of this Agreement resolving related problems. These meetings are not intended to bypass the Grievance procedure. If, after meeting with the Principal, the AR believes that within the contract language there exists a misinterpretation of table intent, the LVCTA may request that a representative of the Board and the LVCTA negotiation committee meet and resolve the problem.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the LVCTA.

C. Negotiations shall not be required during regular hours, unless release time is provided for the LVCTA's negotiation committee.

D. There shall be three (3) signed copies of any final Agreement. One copy shall be retained by the Board, one by the LVCTA and one by the Superintendent.

ARTICLE VIII

CONTINUITY OF OPERATIONS

A. When the Lapeer Community Schools and one additional local educational agency are closed because of inclement weather, classes will be cancelled for Lapeer County Vocational-Technical students and teachers. Any inclement weather days past the first two, will be made up by teachers in accordance with the Lapeer Community Schools' calendar.

B. When schools are open and teachers are unable to report to work because of severe inclement weather or an Act of God, or their health and safety are threatened by attempting to report, these teachers may use a personal business day or a sick day and shall not be penalized for failure to report. Teachers will, when possible, notify the Vocational-Technical Center Administration as soon as possible, but before 7:35 a.m., when they are unable to report to work. The above paragraph refers to those conditions between the teacher's normal place of residence and the Vocational-Technical Center.

ARTICLE IX

GRIEVANCE PROCEDURE

A. A claim by a teacher or the LVCTA that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a Grievance as hereinafter provided. Calendar days, for the purposes of this Agreement, shall exclude Saturdays, Sundays, and national holidays. Building Principal shall mean the Principal or the person in charge in his/her absence.

B. In the event that a teacher believes there is a basis for a Grievance, the teacher shall first discuss the alleged Grievance with his/her building Administrator, either personally or accompanied by his/her LVCTA representative. The Grievance must be filed within fifteen (15) calendar days of the discovery thereof.

C. If, as a result of the informal discussion with the Principal, a Grievance still exists, the teacher may invoke the formal Grievance procedure through the LVCTA on a form substantially in accordance with that set forth in annexed Appendix C, which shall be available from the LVCTA representative. A copy of the Grievance form shall be delivered to the Principal via the LVCTA representative.

D. Within five (5) calendar days of the receipt of the Grievance, the Principal shall meet with the LVCTA representative in an effort to resolve the Grievance. The Principal shall indicate his/her disposition of the Grievance, in writing, within five (5) calendar days of such meeting and shall furnish a copy thereof to the LVCTA Representative.

E. If the teacher or LVCTA Representative is not satisfied with the disposition of the Grievance, or if no disposition has been made within five (5) calendar days of such meeting, or ten (10) calendar days from the date of filing, whichever shall be later, the Grievance shall, if it is going to be pursued, be transmitted to the Superintendent within ten (10) days via the Building Principal. Within five (5) calendar days, the Superintendent or his/her designee shall meet with the LVCTA and/or the Grievant on the Grievance and shall indicate his/her disposition of the Grievance, in writing, within five (5) calendar days of such meeting and shall furnish a copy thereof to the LVCTA Representative via the Building Principal.

F. If the LVCTA 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) calendar days of such meeting, the Grievance shall, if further pursuit is desired, be transmitted to the Board within ten (10) calendar days, by filing a written copy thereof with the secretary or other designee of the Board. Provided this filing has taken place at least seven (7) calendar days prior to its next meeting, the Board shall discuss the Grievance with the LVCTA at this meeting. Otherwise, the discussion will take place at the next regularly scheduled Board meeting. Disposition of the Grievance, in writing, by the Board shall be made no later than five (5) calendar days of the meeting with the LVCTA. A copy of such disposition shall be furnished to the LVCTA. If, in the opinion of the parties, there would be no useful purpose derived from the utilization of this step, the LVCTA and the Board may mutually agree to bypass said step and proceed to the next level. The LVCTA shall notify the Board of its intentions in this regard within the time limits herein specified.

G. If the LVCTA is not satisfied with the disposition of the Grievance by the Board, or if no disposition has been made within the period above provided, the LVCTA shall give written notification to the Superintendent within twenty (20) days that the Grievance is to be submitted to Arbitration before an impartial Arbitrator. If the parties cannot agree to the selection of an Arbitrator within thirty (30) calendar days from the notification date that Arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the Arbitration proceeding.

It shall be the function of the Arbitrator and he/she shall be empowered, after due investigation, to make a decision, in writing, setting forth his/her findings and conclusions in a case of alleged violation, misinterpretation or misapplication of a specific Article and section of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered into any court of competent jurisdiction.

H. The fees and expenses of the Arbitrator shall be borne equally by the LVCTA and the Lapeer County Intermediate Board of Education.

I. If any bargaining unit member for whom a Grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with seniority and transfer rights. If any teacher shall have been improperly deprived of compensation, its equivalent in money shall be paid to him/her and his/her record cleansed of

any reference to this action. Compensation may include salary, fringes and extra contracted duty pay. If a person is unjustly fired, the Board would have to self insure for the extent of coverage under contract for the coverage the person would normally have under contract.

J. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a Grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best effort to process such Grievance prior to the end of the school term, or as soon thereafter as possible.

K. Notwithstanding the expiration of this Agreement, any claim or Grievance arising thereunder may be processed through the Grievance procedure until resolution.

L. If the Superintendent refuses to arbitrate a Grievance arising under this Agreement, the Arbitrator appointed according to the above Grievance procedure shall proceed on an ex parte basis.

M. For the purpose of assisting a teacher in the prosecution or defense of any contractual, administrative, or legal proceedings, including, but not limited to Grievances and Tenure proceedings, the Board shall permit a teacher access to and the right to inspect in the presence of a representative of the Board and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher of any issue in the proceeding. Teachers would be allowed to request a representative of the local Association to be present when reviewing their personnel files. Any teacher wishing to allow access to his/her personnel file by the LVCTA or its members must authorize the same, in writing, to the appropriate Administrator. Notwithstanding the foregoing, no Grievant or his/her representative shall be permitted access to another individual's personnel file without that teacher's permission.

N. In cases where the time required to process a Grievance through the normal Grievance procedure will cause a disadvantage to the Grievant(s), the Grievance may be appealed directly to the Superintendent by the mutual consent of both parties.

O. Release time shall be provided to any employee of the Lapeer County Intermediate School District who is called to testify at an Arbitration hearing.

P. In the event that a Grievance is filed by a bargaining unit member or the LVCTA that is of such nature that expediency in resolution is imperative, or the Grievance is of such a nature that resolution could not be achieved by following normal procedures, the parties may, by mutual consent, send the grievance directly to Binding Arbitration.

Q. All documents, communications and records dealing with the processing of a Grievance will be filed in a separate Grievance file and will not be kept in the personnel file of any of the participants.

R. All Grievance meetings will be held at times other than during regular classroom hours.

ARTICLE X

ASSOCIATION RIGHTS

A. The LVCTA and its representatives shall have the right to use the Vocational Center building on regular school days for Association business between 7 a.m. and 10 p.m., excluding periods of classroom instruction. When special custodial service is required, the Board may make a charge. All rooms to be used by the LVCTA shall be scheduled with the appropriate Administrator prior to the meeting.

B. The LVCTA may use designated school facilities and equipment, including typewriters, photocopiers, other duplicating equipment, calculating machines and audiovisual equipment when equipment is not in use. The Board will be reimbursed by the LVCTA for rental fees, where there is a cost to the School District for materials consumed and repair to equipment when damaged, as a result of their misuse.

C. The LVCTA shall be permitted to post notices of activities and matters of LVCTA concern on teacher bulletin boards which shall be provided in the Curriculum Room and by the teachers' mailboxes. The LVCTA may use the District mail service and teacher mailboxes for communication to teachers.

D. The Board agrees to furnish to the LVCTA, in response to reasonable requests, information to which it is legally entitled. This will include, but not be limited to, annual financial reports and audits, tentative budgetary requirements, tentative agendas and minutes of all Board meetings, student membership data, and the register of certified personnel. The Board will provide such other information as will assist the LVCTA in representing its membership, provided that no unreasonable clerical or administrative compilations are necessary in order to provide such information.

E. Duly authorized representatives of the LVCTA shall be permitted to transact official LVCTA business on school property other than during hours of instruction, provided that this shall not interfere with or interrupt normal school operations. The Principal shall be informed of a representative's presence when possible.

F. Rights granted herein to the LVCTA shall not be granted or extended to any competing labor organization. Questions concerning representation shall be handled through the Michigan Employment Relations Commission.

ARTICLE XI

DEFINITION - SENIORITY

A. Seniority is defined as total years of continuous service to the Lapeer County Intermediate School District in positions that require teacher certification as of the teacher's first working day, excluding summer school and night school. Seniority will be accumulated by the semester. If a teacher works forty-five (45) or more days during a semester, the teacher will accumulate one (1) semester seniority.

B. Beginning with the 1993-94 school year, each teacher will be assigned a seniority rank which will determine placement on the seniority list. If two (2) or more teachers have equal seniority, a drawing shall be held at the beginning of the school year to determine their positions on the seniority list. The LVCTA and the teachers so affected will be notified, in writing, of the place and time of the drawing. The drawing shall be conducted openly to allow affected teachers and LVCTA representatives to be in attendance.

C. A teacher shall lose his/her seniority rights if he/she retires, resigns or is discharged for Just Cause. Failure to respond within ten (10) working days of a receipt of a vacancy notice for which a laid-off teacher is certified, or may be certified, shall constitute loss of seniority.

D. Seniority not to exceed one year shall accrue for teachers on various forms of leave and layoff, or as otherwise specified by this Agreement.

E. The Board shall compile, in rank order of seniority, in consultation with the LVCTA, a seniority list at the beginning of each school year.

This list shall include all bargaining unit members on leave or layoff, teacher certifications of record, the teacher's first working day and the length of seniority.

F. Seniority shall not be lost for a teacher who has been discharged and reinstated.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Therefore, the Board declares its support of the policy of filling vacancies from within its own staff when possible. The Board and the LVCTA also agree that in filling such vacancies, professional qualifications and benefits to students will be evaluated. A vacancy shall be defined for purposes of this Agreement as a teaching position previously held by a teacher or when a new teaching position is created including extended school year and extra duty activities.

B. Whenever a bargaining unit vacancy arises or is anticipated, a memo of such vacancy shall be posted for not less than ten (10) working days before the position is filled and a copy of same shall be directed by certified mail to all teachers on leave or layoff. During the regular school year, posting shall be defined as a memo routed to all staff members. During the summer, posting shall be included with the paycheck mailing. Any member not receiving a summer paycheck shall be responsible for leaving a self-addressed envelope with the Principal. Teachers interested in the vacancy have the responsibility of contacting the Principal, indicating his/her interest in said position within seven (7) working days of receiving such notification. The Board may also post the position with the universities. Concurrently, the Board shall take the necessary steps to fill the position or positions which may be vacated by a transfer. Minimum certification requirements shall be set forth in the postings. If the job requirements are changed, the positions shall be reposted with the new qualifications posted pursuant to this Agreement.

C. In filling a vacancy, the Board agrees to fill the position with any teacher applicant within the bargaining unit who is certified or may be certified.

If two or more teachers meet the posted qualifications, the vacancy shall be filled by the teacher with the greatest seniority.

If seniority is equal, a drawing will be conducted to determine position on the seniority list for the incident. The LVCTA and teachers so affected will be notified, in writing, of the date, place and time of the drawings. The drawings shall be conducted openly and at a time and place which will reasonably allow affected teachers and LVCTA representatives to be in attendance.

In the event that no teacher within the bargaining unit meets the posted qualifications, or none apply for the vacancy, the position may be filled from outside the bargaining unit.

D. Special talents or expertise needed for the implementation of a new program but not found on the school staff may be sought through the retraining of existing staff. The Board of Education shall follow State Department of Education rules and regulations in the implementation of new instructional programs. Grievances regarding the Board's failure to

follow State Department of Education rules and regulations are subject to the grievance procedure through Board level, but are not subject to Arbitration.

The LVCTA shall be notified when the development of a new bargaining unit position or other professional position under the direction of the Vocational Education Department is anticipated. In this manner, persons having a related background and interest may contact the appropriate administrator for additional information.

E. The LVCTA recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the Vocational-Technical Center without undue disruption to the existing instructional programs. If the Principal, after consulting with the LVCTA, in his/her reasonable judgment so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.

F. Involuntary transfers will take place only in times of an emergency and when a qualified teacher is not available. Any teacher in the bargaining unit who has been affected by an Involuntary Transfer will return to his/her original position at the beginning of the next school year.

If an Involuntary Transfer is deemed necessary by the Administration, they will notify the affected teacher and the Association of the reasons for such transfer.

G. The duties of a teacher or the responsibilities of a position will not be substantially altered, increased, or transferred to a non-bargaining unit member without prior negotiation with the LVCTA. Consistent with current practices, this paragraph will not prevent the Board from contracting for educational services with the school of cosmetology or any other less-than-class size program intended to expand educational opportunity for students which is offered to five (5) or fewer students.

H. It is understood that the procedures outlined in this Article do not apply to administrative or non-teaching positions, except for the posting and notification steps.

ARTICLE XIII

LAYOFF AND RECALL OF TEACHING PERSONNEL

A. Any reductions in the teaching staff shall be considered a lay-off subject to the terms of this Article. If the Board finds a reduction in staff is necessary, the Board will follow the procedure outlined below.

B. On the first day of each school year, the Administration will present the teachers a two-year plan of projected program changes. The plan will include all changes that are reasonably known or anticipated by the Administration at the time of reporting.

C. In the event program changes are proposed, the LVCTA Executive Board and the Administration will meet prior to October 15 to discuss the impact of any proposed program changes and to project a tentative staffing plan.

D. In the event that the Board decides to reduce personnel the following year, the Administration shall meet with the LVCTA at least ninety (90) days before the end of the school year. The parties will discuss priorities and alternative actions and will attempt to reach mutual agreement on a plan for staff reduction.

E. The Board shall give no less than sixty (60) calendar days notice before the end of the school year to all employees who may be laid-off. The Board further agrees not to lay-off employees during the school year.

F. Any teacher whose job has been eliminated or whose hours have been reduced may take a leave as provided elsewhere in this Agreement or move into any program for which he/she is certified or may be certified by the beginning of the semester needed and for which he/she ranks higher on the seniority list than the present program teacher. The procedure shall be followed until which time all displaced teachers have accepted leaves or moved into program positions for which they are certified or may be certified and for which they rank higher on the seniority list than the present program teacher. If there are no program positions or leaves to be taken, the teacher will automatically be laid-off. It is the intent of this Article that the most senior teachers will be retained. The Association shall have the right to review the lay-off list prior to notification of the teachers to be laid-off. The seniority list will include all teacher certifications known at the beginning of the school year.

G. Recall will be in inverse order of lay-off, provided the teacher is certified or may be certified for the vacancy. No new bargaining unit member shall be employed by the Board while there are bargaining unit members who are laid-off, unless there are no laid-off employees who possess the qualifications needed to obtain authorization for the posted positions. The Intermediate School District will attempt to obtain annual authorization for laid-off unit members in order to recall laid-off employees prior to hiring new employees.

H. Changes in a teacher's certification while on lay-off shall not affect his/her position on the lay-off list during the lay-off period. Teachers subject to lay-off for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and in individual or supplemental employment contracts.

I. Should a position become vacant and a teacher is unable to accept recall because of contractual obligations with another district, the position shall be temporarily filled. The Board shall grant such teacher a leave of absence to the beginning of the following school year, at which time the teacher shall return to the temporarily filled position. If the teacher fails to return at that time, the teacher's recall rights shall be terminated.

If a similarly situated employee is under contract in the private sector (rather than another school district), the employee may request a leave of absence. The Board will, in good faith, consider the request and if the leave is granted, the teacher will return to the temporarily filled position upon completion of the leave. If the teacher fails to return at that time, the teacher's recall rights will be terminated.

J. The Board shall give written notice of recall from lay-off by sending a certified letter to said employee at his/her last known address. It is the responsibility of each employee to notify the Board of any change in address. If an employee fails to respond to the notice within ten (10) calendar days from the date of receiving the notice, the employee's recall rights will be terminated.

K. Teachers on lay-off will be placed on the substitute list and will be given first priority for substitute positions.

L. Teachers to be laid-off may apply for any one of the unpaid leaves of absence, as described elsewhere in this Agreement.

M. Teachers on lay-off shall not be considered as having a break in service.

ARTICLE XIV

PERSONNEL FILES AND RECORDS

A. Teachers shall have the right to review the contents of all records of the District pertaining to said teacher, excluding confidential university placement files, and to be accompanied by a representative of the LVCTA in such review.

B. No material originating after initial employment will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher may submit a written statement regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is untrue or unrelated to job performance, he/she may receive adjustment through the Grievance procedure, whereupon the material will be corrected or expunged from the file. Any documented, detrimental teacher performance that has been corrected for two years shall be expunged from the teacher's file, but not before the teacher has reached tenure or tenure status. The teacher shall have the right to add pertinent documents to his/her file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. Recommendations for continuation of employment or discharge shall be based on the contents of the teacher's personnel file.

ARTICLE XV

DISCIPLINE OF TEACHERS

A. No teacher shall be disciplined, or suffer loss of seniority or transfer rights without just cause. The employee shall be informed of the grounds forming the basis for disciplinary action in writing. The Union shall have access to information reasonably necessary to effectively represent the teacher.

B. The parties recognize the merits of progressive discipline. It is therefore agreed that progressive discipline shall be exercised and shall include: Verbal warning, written warning, reprimand, reduction in rank, suspension with or without pay, and discharge as a final and last resort. The Administration shall introduce the above levels of discipline where appropriate. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the teacher.

C. A teacher shall be entitled to have a representative of the Association present during any disciplinary action when such actions will become a part of the teacher's personnel file, providing the representative shall not interfere with an investigatory proceeding. When a request for such a representation is made, no action without prior notification shall be taken with respect to the teacher, until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right of representation under this provision of the Agreement prior to the action being taken. It will be the teacher's responsibility to have the representative present at a mutually agreed upon time, but without disruption of the normal workday unless so requested by the Administration.

D. Any grievance originating over a tenure dispute will be dismissed immediately upon the filing of an appeal to the Tenure Commission and the Commission shall thereafter govern all proceedings involving the teacher.

E. The probationary teacher may grieve a Board decision to terminate his/her employment.

The parties have agreed to instruct the arbitrator to grant greater deference to the Administration when considering the appropriateness of disciplinary penalties administered to probationary teachers (as opposed to non-probationary teachers).

F. The LVCTA recognizes that abuses of sick leaves and other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher, in writing, of alleged delinquencies, indicate expected correction and indicate a reasonable period for correction. Alleged breaches of discipline shall be reported within 20 teaching days to the offending teacher.

ARTICLE XVI

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No new teacher shall be employed by the Board for a regular teaching assignment at the Vocational-Technical Center who does not have a State Provisional Certificate with a Vocational Endorsement, a State Secondary Continuing or Permanent Certificate with a Vocational Endorsement, Temporary Vocational Authorization, Full Vocational Authorization or Annual Authorization.

B. Teachers shall not be reassigned outside the scope of their teaching certificates except temporarily and for good cause. If such reassignment shall last longer than five (5) consecutive working days, written notification of such assignment and the reasons therefor shall be given to the teacher and the LVCTA.

C. In the event that changes in teaching assignments are necessary for the next school year, affected teachers shall be notified prior to May 1 of the current school year.

D. Assignments in addition to the normal teaching schedule during the school year including:

1. Adult education courses;
2. Extended school day;
3. Extended school year; and
4. Club Advisors

shall not be obligatory but shall be with the consent of the teacher.

Adult Education courses, extended school day, and extended school year will be offered to teachers regularly employed at the Vocational-Technical Center in that specific program via a posting.

Assignments which are not accepted by the regular program teacher will be offered to other qualified teachers from the bargaining unit.

Any remaining assignments may be filled by applicants from outside the bargaining unit.

Adult Education classes will be offered to bargaining unit members first, as long as performance is satisfactory, according to the Building Administrator. In the event the position is not offered to a bargaining unit member, just cause will be shown.

E. Teachers employed by the Board who are teaching under the authority of an Annual Authorization must earn a total of twenty (20) semester hours (thirty [30] term hours) of Administration-approved undergraduate college or university course work within a five (5) year period. This course work must be within the following areas of study:

1. How human beings grow and how they learn.
2. The structure, functions and purposes of educational institutions in our society.
3. The methods and materials of instruction appropriate to the secondary level.
4. Credit toward an approved degree program leading to a vocational teaching certificate.

This course work must be completed at the rate of not less than four (4) semester hours (six [6] term hours) annually for the teacher to be considered for reemployment and recommended for Annual Vocational Authorization renewal.

The procedure in all cases of discipline for the violation of Section E shall be as follows:

1. Verbal warning issued prior to the end of the first semester.
2. Written warning issued at the end of the first semester.
3. Reprimand.
4. Administrative hearing.
5. Dismissal.

ARTICLE XVII

TEACHER PROTECTION

A. Although each teacher bears the primary responsibility for maintaining control and discipline in his/her classroom, the Board recognizes its responsibility to provide appropriate assistance to its teachers. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that teachers cannot maintain the proper classroom atmosphere when and if they are charged with the responsibility of serving as custodians for emotionally disturbed children. It shall be the responsibility of the teacher to report immediately to the building Administration the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by building Administration of the disposition of the teacher's report that a particular student needs such assistance within five (5) school days of the disposition.

B. Any case of assault upon the person of a teacher which has had its inception in a school situation shall be promptly reported, in writing, to the Board or its designated representative. The Board shall seek legal counsel upon request, before advising the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance. Time lost by a teacher in connection with any incident mentioned in this paragraph shall not be charged against the teacher's pay or sick leave unless he/she is judged negligent.

C. If a teacher is injured while in the line of duty, the teacher shall be paid in accordance with the Board Policy, which is:

"In cases of disability resulting clearly from work-related injury or illness, as determined by the Administration, the combination of Worker's Compensation payments and the gross payroll for the period of disability shall not be less than 75 percent of the normal gross pay which would have been earned during the same period and further in the event the disability is less than the required days for Worker's Compensation payment, the employee will receive his/her normal gross pay and no charge will be made against personal sick leave accumulation. However, in no instance shall payroll reimbursement be made when Worker's Compensation is equal to or greater than 75 percent of the normal gross pay for said period."

D. Complaints by a parent of a student directed toward a teacher may be called to a teacher's attention but no record of a complaint shall be included in the teacher's personnel file unless the teacher has been notified of the complaint and negligence is proven.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be individually liable, except in the case of gross negligence of duty, for any damages or loss to person or property.

F. The Board will reimburse teachers for any loss, damage or destruction of personal property of the teacher, used in teaching and approved for use, in writing, by the Principal in advance. The provisions of this paragraph include clothing being worn by the teacher, but only if the teacher is wearing the prescribed protective clothing or devices furnished by the Board.

ARTICLE XVIII

IMPROVEMENT OF INSTRUCTION

A. The objectives for evaluation of teachers are:

1. To serve the students in the Lapeer County Vocational-Technical Center with the best teaching staff possible.
2. To help the teachers grow in professional effectiveness and competency.
3. To recommend competent non-tenure teachers for tenure.
4. To serve as one basis for teacher discipline.

B. Any new teacher at the beginning of each school year, shall be apprised in specific terms of his/her responsibilities. Returning teachers shall be apprised of any changes in their job description. Evaluation shall be based upon the teacher's responsibilities. The evaluation shall include, but not be limited to, formal and informal observations by the Administration and any other supportive data, excluding hearsay.

C. Probationary teachers and non-certified teachers with less than two years teaching experience shall be entitled to at least two written evaluation conferences per year. The first shall occur prior to the end of the first semester, and not less than sixty (60) days following commencement of the first regular teaching day. Tenure teachers and non-certified teachers with two or more years teaching experience shall be evaluated at least once a year. The designated Building Administrator shall hold an evaluation conference with teachers for the purpose of clarifying the written evaluation and recommendations for improvement. The conference shall be held within ten (10) teaching days of the written evaluation. Written evaluation shall be in anecdotal form, listing strengths as well as areas needing improvement. If a building Administrator believes a teacher is doing unacceptable or below average work, the following shall occur:

1. The reasons shall be set forth in specific terms.
2. An identification of the specific ways in which the teacher is to improve.
3. Assistance shall be given by the Building Administration.

4. A reasonable time period for the improvement of deficiencies shall be set.

In subsequent written evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place or the deficiency was not observable.

D. A teacher who disagrees with the recommendations for improvement may submit a written statement which shall be attached to the file copy of the evaluation in question. A teacher who questions the validity of supportive data or the procedures followed in an evaluation may submit any complaint through the Grievance procedure. If the teacher has reason to believe the recommendations for discipline in the final evaluation are inconsistent with the supportive data, a complaint may be submitted through the Grievance procedure.

E. It shall be a major Administrative responsibility to assist teachers to become oriented to the District and improve instruction through direct observation of the teacher's work. Probationary teachers and non-certified teachers with less than two years teaching experience shall be observed at least three (3) times per year for the purpose of evaluation. One observation will be for sixty (60) minutes and two (2) observations for not less than thirty (30) minutes duration each. One (1) observation shall occur at least one (1) month following the start of the school year and the remainder at least ninety (90) days prior to the end of the school year. Tenure teachers and non-certified teachers with two or more years teaching experience shall be observed at least once per year for thirty (30) minutes for evaluation purposes.

F. All monitoring or observation of the work of a teacher shall be conducted openly. Any infractions to be documented shall be brought to the immediate attention of the teacher.

G. The first observation for probationary teachers in each school year shall be preceded by a pre-observation conference between the designated building Administrator and the teacher so that the Administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed.

H. The designated building Administrator shall prepare a written report of all formal observations and shall hold a post-observation conference with the teacher within ten (10) days of the observation.

I. At least sixty (60) days before the close of each school year, the controlling Board shall provide the teacher with a definite written statement as to whether or not his/her work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any teacher not on continuing contract shall be employed for the ensuing year, unless notified in writing at least sixty (60) days before the close of the school year that his/her services will be discontinued.

J. It is recognized that there are many factors which may affect the ability of the student to progress and mature academically. Examples may include the student's home,

economic, and social environment. It is, however, the teacher's job to assist each child in achieving his/her maximum potential. It is also recognized that there are several ways to measure student achievement; e.g., personal adjustment and progress in meeting program performance objectives. With this in mind, it is understood that the use of student achievement tests as a major indicator for evaluating the effectiveness of a teacher may not be reasonable. However, it is understood that the purpose of this Article is not to relieve a teacher of his/her responsibility of teaching in a satisfactory manner, or that one factor in evaluating teacher performance may involve the evaluation of learner performance. It is understood that the use of standardized achievements tests will not be used in evaluating teacher performance.

The parties agree that the purpose of standardized tests and competency tests is to serve as a positive and constructive tool to assist the instructor to better meet student needs. Results will not be used by the Administration to evaluate the program unless the test measures the objectives of the program.

Recognizing the difficulties inherent in obtaining outside assistance for competency testing, the parties agree that testing requiring outside assistance may be done if the teacher and the Administration can make appropriate arrangements.

ARTICLE XIX

JOINT INSTRUCTIONAL COUNCIL/SCHOOL IMPROVEMENT

A. The Board and the LVCTA recognize that quality educational programs are the result of open communications between Administration and the instructional staff. It is further recognized that, whereas members of the teaching profession are qualified to assist in program planning and implementation, there is hereby established a Joint Instructional Council. This Council shall address itself to the areas henceforth listed and other matters which are mutually agreed appropriate.

B. The Joint Instructional Council shall be composed of the Principal, Assistant Principal, and when appropriate, Assistant Superintendent or designee, and six (6) members of the LVCTA as follows:

1. Two (2) members representing Data Processing, Office Occupations, Sales and Marketing, Graphic Arts, Health Occupations, Child Care, Food Services, and Ornamental Horticulture.
2. Three (3) members representing the T & I area, which includes Building Trades, Auto Body Repair, Auto Mechanics, Agriculture Power and Machinery, Metal Fabrication, Metal Machining, Heating and Air Conditioning, Electronics, Recreational Vehicle Repair, and Building and Home Maintenance.

3. The Coordinator of Student Services or designee.

C. Resource people may be involved in the Council as needed. The Principal may chair the Council.

D. A list of J.I.C. members shall be submitted to the Principal by the Association President after the first regular meeting of the LVCTA of the current year. Beginning in October, the Council shall meet monthly during the school year. J.I.C. will call special meetings when deemed necessary by a majority of the LVCTA Council members or by the Principal.

E. The Council shall address and make recommendations to the following areas:

1. In-Service Professional Education. The Council shall discuss and assist in the planning of the in-service educational program for the professional teaching personnel. At least one full day, excluding the opening orientation days, will be scheduled for each school year. A part of this in-service education may include the proper selection and utilization of instructional materials.
2. Instructional Programs. Modifications of existing programs or proposed programs may begin with an Advisory Committee, instructional staff, the Joint Instructional Council, or Administration.
3. Instructional Equipment. The Joint Instructional Council may make general recommendations for new equipment purchase of \$400 or more. The procedure for requesting new equipment is as follows:
 - a. J.I.C. Equipment Request Forms will be submitted to the Principal by the Instructor.
 - b. The Principal will present new equipment requests to the J.I.C. for its recommendation.
 - c. The J.I.C. may make its recommendation to the Vocational Education Administration.
4. Professional Library. The Board, as funds are available, will develop a professional library and media center. The Council shall have an opportunity to make recommendations in the selection of materials for the library. Included will be provisions which would allow for the District to purchase textbooks from instructors for course work they are involved in. However, no textbook will be purchased unless prior approval has been received from the Principal and is determined to be an appropriate and necessary addition to the library.

5. Building Safety.
6. Quality of Work Life.

F. School Improvement. The teachers shall select teacher members of the School Improvement Committee(s). A school improvement plan shall have no authority to modify in any manner the collective bargaining agreement between the Board and the Association. In the event any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE XX

TEACHING FACILITIES

A. The Board will not require a teacher to maintain, instruct, or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the Superintendent pursuant to MCLA 388.851, statute, rule or regulation, nor will the Board require a teacher to maintain, instruct, or supervise students in a classroom facility that does not meet the "Sanitary Standards for Schools," Michigan Department of Health, Regulations 325.721-325.746, Michigan Administrative Code, 1954.

The Board shall provide properly trained personnel and the equipment necessary to ensure first aid treatment for the teachers and students. The Building Trades instructors shall be provided with needed equipment and training.

B. The Board shall make available in the Vocational-Technical Center restroom and lavatory facilities exclusively for staff use and one room appropriately furnished which shall be reserved as an employee workroom in which smoking shall be permitted.

C. Adequate off-street paved parking facilities shall be provided and maintained and identified for staff use.

D. Telephone facilities shall be made available for teacher use. Personal long distance calls will be the responsibility of the caller.

E. The Board shall, on days when programs are in session, make duplicating facilities available for instructional use from 7 a.m. to 10 p.m. Monday through Thursday and until 4 p.m. on Friday. Sufficient typing and secretarial service to aid teachers in the preparation of instructional materials shall be available between 7:30 a.m. and 3:45 p.m.

F. The Board shall provide a separate desk with a lockable drawer space for the exclusive use of each teacher at the Vocational-Technical Center.

G. The Board will provide smocks for Child Care, Graphics, or where appropriate; shop coats and/or coveralls for T & I areas. Proper laundering service for all of said items shall be provided without charge to the teacher.

ARTICLE XXI

TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the LVCTA and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that organization of the school and the school day should be directed toward this end.

B. The parties agree that the student to teacher ratio will not exceed 22 students to one teacher in a program (or cluster) without the teacher's consent or unless a paraprofessional is employed and assigned to the program. The ratio of students to teacher and paraprofessional will not exceed 30 students to one teacher and paraprofessional without the teacher's consent.

The the event of economic emergency or necessity as determined by the Board or the enrollment of a program falls below 18, paraprofessional staffing may be reduced or discontinued.

C. Special education students shall be placed in the Vocational-Technical Center through properly channelled Individual Educational Planning Committees (IEPC) meetings. Should a handicapped child be placed on a temporary basis without an IEPC, such meeting shall be called within 25 days. When special education students are to be considered for placement at the Vocational-Technical Center, the Principal or his/her representative will be involved in the IEPC of the student. The program teacher will be consulted before the final placement. Evidence of the result of such meetings must be on file. Once it has been determined that a student is to be placed in a particular program, each succeeding IEPC that relates to the student's performance at the Center will include the vocational instructor and/or his/her placement counselor. The vocational instructor, in developing the Individual Education Program for special education students, shall seek recommendations from the home school in determining which of the program's performance objectives are applicable.

The vocational instructor may request an IEPC. The Principal will assume responsibility for implementing the placement decision.

D. As funds are available, the Board may provide a special needs counselor who will provide counseling service to individual students in support of services to the teachers or paraprofessionals. Nothing in this Article prevents the Board from assigning a paraprofessional to any instructional program of its choosing, regardless of the number of students in that program.

Enrollments shall be determined at the beginning of the school year during the first three weeks. Beyond three weeks a student will not be placed in a program without prior approval of the instructor. Transfer students from outside the county may be placed during the school year.

To assist the teacher, the administration will make contact with the proper resource personnel for psychological testing or whatever other assistance outside the Vocational-Technical Center is needed.

E. No bargaining unit member shall be required to provide school health services for any student.

ARTICLE XXII

STUDENT DISCIPLINE

A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or when it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the teacher shall refer the problem to the designated Administrator.

B. A teacher may exclude a pupil from one class and refer the pupil to the designated Administrator 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 severe cases, the teacher will furnish the Administration, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the Principal with the teacher.

C. The Board will receive recommendations from the J.I.C. to promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior, and general rules for student conduct. Such rules and regulations will be distributed to student, teachers and parents at the commencement of each school year.

D. The use of corporal punishment is prohibited; however, a teacher or staff member may use reasonable effort to remove dangerous weapons from a student or to maintain discipline when the immediate safety of a staff member or student is threatened.

ARTICLE XXIII

STUDENT ORGANIZATIONS

A. Club advisors shall be the teacher of any students who participate in an approved club; and club advisors will actively participate in the club's activities.

B. The club advisors shall be paid \$500 per year.

C. Up to four (4) compensatory days will be granted to club advisors. Compensatory time will be earned for club activities involving students on days not scheduled as part of the regular work year (non-paid days). Compensatory days must normally be scheduled in advance and may be used for any regular teaching day during the school year. However, the Principal may deny use of the day if unusual building or classroom activities demand the teacher's presence.

D. The District will pay for advisor/chaperon expenses in a manner consistent with Article XXVII, Section F, 1(c).

E. The District and Administration should support the clubs by:

1. Providing supervision of the students for leadership and competitive activities.
2. Providing a telephone and shelter for the club's departure to and return from external club events.

ARTICLE XXIV

SPECIAL, STUDENT AND INTERN TEACHING ASSIGNMENTS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call prior to 6:50 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. The use of regular teachers, Student Services personnel, and paraprofessionals as substitutes shall be avoided whenever possible.

B. Supervisory teachers of student teachers shall be tenured teachers or non-State Secondary provisional, continuing, or permanent certificated teachers who have completed two continuous years of successful teaching within the Lapeer County Vocational-Technical Center.

C. Supervisory teachers shall work directly with the University program coordinator, assisting in the development of extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

D. The supervisory teacher shall file a written report and evaluation with the University coordinator and Administration, with a copy to the student teacher, as required.

E. Monies made available to the District by the placing University for student teachers shall be used for purchasing materials and/or equipment for the supervising teacher's program. The supervising teacher and the Administrator will agree on which materials and/or equipment shall be purchased under this Article.

ARTICLE XXV

The LVCTA will use the Lapeer County I.S.D. Cooperative Student Services Calendar.

ARTICLE XXVI

TEACHING HOURS

A. Teachers shall report to work at least thirty (30) minutes prior to the regularly scheduled pupil day and shall be dismissed thirty (30) minutes after the dismissal of students, except on Friday or the day prior to the commencement of school breaks, when faculty may leave following the departure of the school buses. No teacher shall be assigned more than five (5) hours of teaching and/or student supervision during any work day without extra compensation, as defined in the Compensation section of this Agreement. If an increase in hours of instruction is mandated by PA 25, 335-339, the State Aid Act or any other legislation, teaching hours will be adjusted accordingly. In the event that a waiver for Intermediate School Districts is enacted, instructional hours will not be increased.

B. Staff may use the area in which they regularly teach, with the following provisions:

1. Use is for classroom-related or approved club activities.
2. The area is not being used for teaching an adult education class or other scheduled activities after 2:30 p.m.
3. Use will be permitted until 10 p.m. on the day when evening adult education classes are held and until 4 p.m. on other working days during the 180-day school year when school has been in session.
4. Instructors must notify the Community Education Office (in person or by telephone) when use will extend past 4 p.m.
5. Staff requesting to use an area other than the area in which they regularly teach must apply through the Community Education Office and receive a completed "Building Use Request" form before use.
6. When students will be staying in the building after 2:30 p.m., a "Use of Building" form, listing names of the students, shall be completed. The instructor shall be responsible for student supervision.

School equipment will not be used by staff for personal projects at any time.

Checkout of equipment overnight or on weekends by staff for curriculum developments may be permitted with prior Administrative approval.

Weekend use of the Vocational Center requires Administrative approval.

C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty-five (45) minutes, except when an extended class period prevails.

D. No teacher shall be required except when necessity dictates to attend more than two (2) hours of regularly scheduled faculty meetings per month. This shall not include teachers' participation in various committee meetings, in-service, and Joint Instructional Council. In addition to the above, teachers shall be required to attend no more than two (2) open houses and one (1) advisory committee meeting per school year. Expenses which are incurred by members of the LVCTA when attending additional advisory committee meetings and any additional open houses will be reimbursed by the Board when prior Administrative approval has been received.

E. A teacher engaged during the school day in negotiating on behalf of the LVCTA with any representative of the Board or participating in any professional Grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE XXVII

LEAVES

A. Personal Illness or Disability. Each employee covered by this Agreement shall accumulate one (1) sick day per month of employment (not to exceed ten [10] per year) during the school year in an individual sick leave bank. These days shall be granted at the beginning of the school year. In cases where the employee leaves the school system before the completion of the year, a deduction will be made from the final pay, if necessary.

1. Each employee shall be entitled to an accumulation of the unused portion of each year's sick leave to be accumulated to a total of ninety (90) working days. Sick days shall accrue in half or full days. Days of employment during the summer session shall be considered half days. The employee will be paid for each unused sick day beyond ninety (90) or upon termination at the rate of \$45 for each unused sick day provided the teacher has been employed at least one (1) year with the District. Each employee will be notified by October 1 of each year of the number of sick leave days carried over from the preceding year.
2. The teacher may use all or any portion of his/her leave for:
 - a. Emergency leave with good cause shown.

- b. Illness in the teacher's immediate family.
 - c. To recover from his/her own illness or disability which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
3. Immediate family shall be defined as mother, father, husband, wife, children, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, brother and sister of a teacher and/or his/her spouse, grandparent, grandchild, and the corresponding relative of the teacher's spouse.

B. Sick Leave Bank.

1. A Sick Leave Bank Committee shall be established by the Association.
2. Beginning each school year, each teacher shall contribute one (1) sick leave day to the bank.
3. Any teacher on leave for personal illness or disability, having exhausted his/her own leave days may request up to thirty (30) additional leave days from the leave bank by filing an application with the Vocational-Technical Sick Leave Bank Committee. The Board shall self insure at full pay from the thirty-first (31st) working day until the ninetieth (90th) calendar day. If, after the termination of disability the employee again becomes disabled for the same or directly related cause, the later period of disability shall be considered a continuation of the previous period, unless the employee had actively worked full time for a period of at least six (6) months.
4. The Sick Leave Bank Committee may grant or deny leave day requests from the bank. Its judgment and/or decision will be final.
5. Sick Leave Bank days shall accumulate.

C. Return Rights and Fringe Benefits--LTD.

1. A person on LTD shall have fringe benefits and return privileges to a position as follows:
 - a. Fringe benefits coverage shall continue for a period of twelve (12) months from the date the person qualifies for LTD insurance payments.
 - b. Seniority will accrue equivalent to the teacher's seniority before the leave up to a maximum of two (2) years.

2. Teachers returning within two (2) years shall be reinstated to their position except where the return conflicts with the Tenure Act.
3. Such return is conditioned on the teacher providing the Superintendent with a doctor's statement indicating the teacher might possibly return to work during the school year. If the teacher fails to provide such notification prior to the beginning of the school year, the teacher may return if an opening exists, assuming said teacher has the necessary qualifications and has more seniority than the least senior affected teacher. If a position is unavailable, he/she shall be placed on the lay-off list.

Leaves are subject to renewal at the will of the Board, provided that without request, leave of absence because of physical or mental disability may be granted by the Board for a period not to exceed one year, provided further, that any teacher so placed on leave of absence shall have the right to a hearing by the Board of Education.

- D. Bereavement. Teachers will be allowed to use up to five (5) days per death in the immediate family. These days will not be chargeable against leave days. The immediate family is defined elsewhere in this Article. Additional attendance at funerals of non-family members shall be charged against personal business days.

E. Unpaid Leaves of Absence.

1. Study. A leave of absence of up to one (1) year may be granted to any teacher with three (3) years of continuous service within the District, upon application, for the purpose of engaging in study at an accredited college or university or for a retraining session with industry, reasonably related to his/her professional responsibilities to the Lapeer County Intermediate School District. 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 such period. Notice of intent to return must be submitted at least seventy (70) days prior to the end of the school year. To be eligible to apply for such leave of absence, a teacher shall not have taken such leave within five (5) years of next preceding application.
2. Child Care. Upon written request, a leave of absence shall be granted to a pregnant teacher and a leave of absence shall be granted to any teacher for up to one (1) school year for the purpose of child care. The leave may be extended for an additional year upon written request of the teacher. It is further provided that:
 - a. A pregnant teacher may continue to work as long as she is able to perform her teaching responsibilities.

- b. A teacher may terminate said child-care leave provided the Intermediate School District has not entered into a contract with another teacher for said period.

3. Return Provisions.

- a. For seniority and salary purposes, the teacher shall be given credit for a full semester if he/she teaches forty-five (45) or more days during the semester during which time the leave was granted.
- b. Seniority rights shall be maintained while on leave.
- c. Health insurance will be continued six (6) months from the date of leave, provided it is available from the respective carrier. Teachers may, at their expense, continue fringe benefits to the extent available from the respective carrier(s).
- d. Reinstatement shall be to the teacher's former position if he/she returns during or at the end of the initial leave period. Following an extended leave period, the teacher shall be reinstated to a position for which he/she is certified or may be certified.
- e. It shall be the responsibility of the teacher on an extended leave to notify the Board, in writing, of his/her intent to return to work within seventy (70) days prior to the expiration of the leave. Failure to notify the Board of such intent within said time frame shall be considered voluntary termination of employment with the District.
- f. The teacher shall provide the course outline and curriculum materials.

F. Professional, Personal and Association.

- 1. A teacher may be granted a maximum of three (3) days per school year to attend conferences, workshops, seminars, training sessions, or to view other instructional techniques or programs. (This may include more than one conference.) Reasonable expenses for conferences will be reimbursed.
 - a. Conference days may not be granted when, as a result of other absences, the total amount of instructional time missed impairs the quality of the instructional program.

b. Reasonable and customary expenses shall be: Conference/meeting registration fee; lodging, meals, and miscellaneous expenses as approved by the District.

- (1) Travel. An advisor or District representative may be reimbursed for necessary plane fare and/or car expense. Out-of-state conference mileage reimbursement shall be up to 500 miles round trip.
- (2) Out-of-state conference requests and proposed expenses must be submitted in sufficient time to obtain necessary approval.
- (3) Miscellaneous expenses will be restricted to those expenses directly related to the function. Expenses for optional social activities are the responsibility of the individual. No expenses for alcoholic beverage will be paid.
- (4) Documentation for all expenses must be submitted with the request for reimbursement.

c. Rate of reimbursement (food and lodging) is not to exceed the following without prior Administrative Approval. However, a line item may be exceeded as long as the total maximum allowance is not exceeded (i.e., if lunch costs \$5 and dinner was \$20, the total dinner amount would be reimbursed).

Breakfast	\$5.00	Lunch	\$10.00
Dinner	\$15.00	Lodging per night	\$60.00*

Above rates to be increased by percentage increase of Appendix "A" at each year of contract.

*When lodging rates exceed the established rate of reimbursement, the District will pay the entire amount providing the lodging has been arranged by the conference host(s). When room is not available at the conference site, mileage will be paid from alternate lodging to and from the conference site.

d. In granting conference days, consideration will be given to the following:

- (1) Out-of-state or in-state conferences shall be evaluated by the same criteria.

- (2) Priority for attending a conference shall be given to teachers that have not attended a conference the previous one or two years.
 - (3) The conference should be related to the instructional program.
 - (4) Cost.
 - (5) Budgetary constraints.
 - e. If more than one person plans to attend the same conference, expenses should be shared whenever possible (i.e., travel, lodging).
 - f. The Association will be given copies of all conference requests.
 - g. The amount of money available for conferences will be increased two thousand dollars (\$2,000) over the amount available during the 1987-88 school year.
2. Personal Business. At the beginning of every school year, each teacher will be credited with two (2) personal business days. Except during emergencies, a teacher planning to use a business day or days shall notify the Principal at least three (3) days in advance and will not expect business days to be granted before or after a holiday or recess. Personal business days not used will be credited to a teacher's accumulated sick leave at the end of the school year. Any teacher with ninety (90) or more sick days accumulated in his/her personal bank will be able to elect to use one (1) sick day as a personal business day.
 3. Jury Duty. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours shall be paid his/her full salary without loss of leave days or personal business days for such time spent on jury or giving testimony. Additional expenses of mileage and meals incurred by the teacher shall be deducted from the fees paid by the court and the balance of the fees is to be endorsed and submitted to the Lapeer County Intermediate School District treasurer to be deposited in the Vocational-Technical Education operating fund.
 4. Association Business Days. In the event that the LVCTA is desirous of sending representatives to local, state or national conferences conducted by the Association for the further-cause of its own professional purposes or other business leave pertinent to the LVCTA affairs, said representative shall be excused, providing the frequency does not impair the quality of

classroom instruction, and providing that said request for leave has been submitted to the Principal for his/her approval as soon as possible prior to the leave. The LVCTA will reimburse the District for the cost of substitutes for the days.

5. Sabbatical Leave. The Board may grant a professional employee a sabbatical leave for professional improvement after employment by the Intermediate School District for at least seven (7) consecutive years.

Leaves may not exceed one (1) year.

While on leave, the employee shall be considered to be in the employ of the Board and shall accrue seniority.

While on leave, the employee shall be compensated at a rate of forty (40) percent of the salary earned during the year immediately preceding the leave. Eligible benefits and leave privileges shall be continued for the employee during the leave period.

An individual on an approved sabbatical leave of absence must return to the District for a period of not less than two (2) years after the completion of the sabbatical leave or return the full amount of the pay received while on the granted sabbatical leave, plus costs of any benefit coverage during that period of time. If fired, deceased, or laid off, the two-year restriction is lifted.

6. Retraining Leave for Displaced Personnel.

- A. Teachers shall be entitled to a one-year (two-semester) retraining leave of absence under the following conditions:

1. The teacher shall make written application for said leave prior to the end of the academic year and while still actively teaching at the District. The Board will act on the leave request no later than the second Board meeting following receipt of the application and final submission of necessary documentation.
2. The teacher has been displaced or could be displaced.
3. If the Administration included the displaced teacher's program in the two-year plan of projected program changes contemplated by Article XIII, the teacher's written application for leave shall include evidence of a good faith

effort to complete retraining during the two- year notice period. If a good faith effort has not been demonstrated by the teacher, said teacher shall be ineligible for leave. In the event the displaced teacher's program did not appear in the two-year plan of projected program changes, resulting in the teacher receiving less than two years' notice, the teacher shall not be expected to meet this requirement.

4. If a teacher does not have certification for a viable program area, he or she will demonstrate that they will be able to complete the necessary requirements to obtain such certification prior to the end of the leave.
 5. The teacher has at least seven (7) years of service with the Intermediate School District.
- B. Return provisions. The applicant, provided he/she has the requisite seniority and proper certification, must return to a position for a period of not less than two (2) years after the completion of the leave or return the full amount of pay received while on the granted leave, plus the costs of any benefit coverage during that period of time. This provision does not apply if there is a conflict with the Tenure Act.
- C. Benefits of Leave. Successful applicants for retraining leave shall receive full health insurance benefits, life insurance benefits and fifty (50%) percent of the previous year's salary, as well as seniority accrual during the period of the retraining leave.
- G. Break in Service. Teachers on approved leaves of absence shall not be considered as having a break in service.

ARTICLE XXVIII

FRINGE BENEFITS

A. Insurance

Pursuant to the authority set forth in the Michigan School Code as amended by Public Act 27; 1968, the Board agrees to offer, without cost to the employee, the following insurance protection:

MESSA-PAK

Plan A for employees electing MESSA health insurance:

Health	SuperCare 2 (employee's entire family)
Long-Term Disability	70% - \$4,000 Monthly Maximum 90 Calendar Days - straight wait Pre-existing Condition Waiver Freeze on Offsets Mental/Nervous Waiver - same as any other illness Alcohol/Drug - same as any other illness COLA WOP
Dental	100/90/90: \$2,000 (employee and eligible dependents) Adult Ortho, Auto +008 Class I & II maximums - \$1,500

If the teacher is eligible for other group dental care through a spouse, either within or outside the bargaining unit, he or she shall so inform the business office, in writing, and MESSA Delta Dental (50-50-50: \$2,000) will be provided with \$1,500 Class I & II maximums. Benefits will be coordinated up to 100% of the dental charges. If the plan of the teacher's spouse is less than the Delta Dental Plan (50-50-50: \$2,000) mentioned above, or if the spouse's plan will not coordinate benefits, the teacher may choose the 100-90-90 group or the 50-50-50 group.

Vision	VSP-3+ (employees and eligible dependents)
Negotiated Life	\$50,000 AD&D

Plan B for employees not electing health insurance:

Long-Term Disability	Same as above
Dental	Same as above
Vision	Same as above
Negotiated Life	Same as above
Annuity	Equal to \$200 per month.

1. MESSA-PAK rate quotes for the coming year will be requested from MESSA by mutual letter by April 15 of each year. In the event that the 1995-96 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1994-95 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% percent change from the 1994-95 costs, the association president and chief negotiator will respond in writing by June 30, 1995, indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:

- a. Reduce VSP-3+ coverage.
- b. Reduce LTD coverage from 70% to 66 2/3%.
- c. Reduce dental coverage from 100-90-90 with \$2,000 with Adult Ortho to 80-80-80 coverage with \$2,000 with Adult Ortho.
- d. Implement SuperCare 1 with \$100 deductible reimbursed by the Board.
- e. Implement SuperCare 1 with no deductible reimbursement by the Board.
- f. Adjust the salary schedule accordingly.

MESSA-PAK rate quotes for the coming year will be requested from MESSA by mutual letter by April 15 of each year. In the event that the 1996-97 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1995-96 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1995-96 costs, the association president and chief negotiator will respond in writing by June 30, 1996 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:

- a. Reduce VSP-3+ coverage.
- b. Reduce LTD coverage from 70% to 66 2/3%.

- c. Reduce dental coverage from 100-90-90 with \$2,000 with Adult Ortho to 80-80-80 coverage with \$2,000 with Adult Ortho.
- d. Implement SuperCare 1 with \$100 deductible reimbursed by the Board.
- e. Implement SuperCare 1 with no deductible reimbursement by the Board.
- f. Adjust the salary schedule accordingly.

MESSA-PAK rate quotes for the coming year will be requested from MESSA by mutual letter by April 15 of each year. In the event that the 1997-98 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1996-97 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1996-97 costs, the association president and chief negotiator will respond in writing by June 30, 1997 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:

- a. Reduce VSP-3+ coverage.
- b. Reduce LTD coverage from 70% to 66 2/3%.
- c. Reduce dental coverage from 100-90-90 with \$2,000 with Adult Ortho to 80-80-80 coverage with \$2,000 with Adult Ortho.
- d. Implement SuperCare 1 with \$100 deductible reimbursed by the Board.
- e. Implement SuperCare 1 with no deductible reimbursement by the Board.
- f. Adjust the salary schedule accordingly.

2. Employees electing Plan B shall be paid two hundred (\$200) dollars per month toward a Board approved annuity. Article VI, E, will be used for making appropriate annuity payments.

3. Open enrollment periods for health care will be months of May and September.

4. Effective January 1, 1996, no bargaining unit member shall have duplicate coverage under both the Employer's health insurance and health insurance coverage of a spouse or other family member. Upon signing of this Agreement, each bargaining unit member shall be required to complete a statement indicating whether or not they have dual coverage. Employees who are covered under another policy shall have sixty (60) days to elect to continue coverage under that policy and to drop the Employer's coverage, or to continue coverage under the Employer's policy. If coverage with the Employer is elected, the Employee must certify to the Employer that he or she has been dropped from other coverage. Should an Employee fail

to make the election in a timely fashion, the Employer shall have the right to drop the Employee from the Employer's coverage with thirty (30) days notice to the Employee.

Employees who are covered under another health insurance policy must provide written authorization to permit the Employer to obtain necessary documentation from the other insurance carrier to confirm that coverage has been dropped.

Employees who maintain duplicate coverage contrary to the terms of this provision shall be required to reimburse the Employer for the cost of the Employer-provided coverage for all months in which duplicate coverage was maintained by the Employee, said reimbursement to be made by payroll deductions.

Employees whose spouses have mandatory health care coverage are exempt from the article.

ARTICLE XXIX

COMPENSATION

A. The basic salaries of teachers covered by this Agreement are incorporated into a salary schedule format as presented in Appendix A. Such salary schedule shall remain in effect during the designated periods.

B. All teachers shall be given full credit on the salary schedule for the full years of outside teaching experience in any school district in the State of Michigan or any other state which has a reciprocity agreement in teacher certification with Michigan. Recent, relevant work experience in the teacher's area of assignment, or in Student Services, for work experience directly related to specific programs offered at the Center, as evaluated by the Board, shall be credited on the basis of two (2) years of experience equal to one (1) step on the salary schedule. Work experience and teaching experience shall be combined for placement on the salary schedule. Teachers will be credited up to twelve (12) years of recent, relevant work experience at the rate of two (2) years of work experience to one (1) year of teaching experience. Half steps will be allowed.

C. The salary schedule is based upon the regular school calendar and the normal teaching assignment as defined elsewhere in this Agreement. For approved extended school days or extended school year assignments, teachers will be compensated at their individual hourly rates.

D. The teacher's hourly rate shall be determined in the following manner:

$$\frac{\text{Teacher's Contracted Annual Salary}}{(\text{Contact Days (180)} \times \text{Max. Teaching Hours per Day (6)})} = \text{Hourly Rate}$$

E. Teachers shall be compensated at the rate of \$15 per hour for activities related to their programs, but not involving students in an instructional setting.

F. Teachers required in the course of their work to drive personal automobiles shall receive a car mileage allowance at the then prevailing IRS rate. The same allowance shall be given for approved use of personal cars for field trips or other business of the District. The only form required for documentation is shown in Appendix B.

G. Full teacher retirement will be paid by the Board for each teacher.

H. Teachers within the LVCTA who teach half time for a total school year will be credited with a full year of teaching experience.

I. Teachers within the LVCTA who complete only one (1) semester of service in any one (1) school year will be considered as half-step teachers. All newly employed teachers with half steps of experience will also be considered half-step teachers. All half-step teachers will receive a payroll change at the beginning of the next contract year and will be placed at the appropriate half-step on the salary schedule.

J. Certain teachers may, as a condition of employment, be expected to work an extended school year. If expected to work an extended school year (up to two consecutive weeks following the termination of the regular school year), those concerned will be notified no later than sixty (60) calendar days prior to the end of the school year. Compensation for the extended school year situation may be handled by the following options:

Option I - If mutually agreeable between the teacher and Administration, the teacher may, once extended school year has been determined, take equivalent time off with pay during the regular school year and make up that time during the extended school year with no extra compensation.

Option II - If time off during the regular school year cannot be arranged, the teacher will be compensated at his/her contractual hourly rate for the time spent during the extended school year.

Option III - If necessary, by mutual consent of the teacher and Administration, a combination of Options I and II can be used.

K. The Board shall pay Student Services teachers for twenty-five (25) days of summer graduate placement at the contractual hourly rate provided there is no economic emergency. In such instance, alternatives may be negotiated.

L. Each successfully completed semester hour of graduate level course work (to a maximum of 30) on an approved program leading toward an advanced degree in education or relevant course work approved by the Board shall be compensated for at a rate of one thirtieth

of the difference between the Bachelor's and Master's level at each step of the pay scale per semester hour (1 semester hour = 1 1/2 term hours).

M. Each successfully completed semester hour (to a maximum of 20) of a Board-approved college or university course work in education and as defined elsewhere in this Agreement, by a teacher on the non-state secondary provisional, permanent, or continuing certificated teacher shall be compensated at a rate of one twentieth of the difference between the Non-Degree and Bachelor's at each step of the pay scale per semester hour (1 semester hour = 1 1/2 term hours).

N. All salary increases for qualified additional semester hours or credit will reflect a payroll change at the commencement of the school year. Evidence of such additional hours is to be presented during teacher orientation. The following shall apply:

Additional hours of anticipated course work for the following school year must be provided to the business office before May 1 of the preceding school year if credit is to be reimbursed.

All salary increases for qualified additional semester hours of credit will reflect a payroll change if evidence of such additional hours is presented to the Administration prior to September 1 and verified within thirty (30) days by grade report or transcript.

O. Graduate credit beyond the Master's Degree shall be paid at the rate of \$110 per semester hour capped at thirty (30) hours. Rate to be increased by percentage increase of Appendix "A" each year of contract.

P. In recognition of service to the School District, a payment of twenty-seven (27) percent of the teacher's last year's salary will be paid to any teacher leaving the School District, providing he/she has worked in the District ten (10) years. Recognition of service pay as defined in this contract does not apply to any employee hired after July 1, 1995.

Q. In recognition of service to the School District, the following schedule of Longevity Pay is established.

12 years or more	1 1/2 percent
15 years or more	2 percent
20 years or more	2 1/2 percent
25 years or more	3 percent

R. In order to provide for proper salary placement, the following will apply:

1. Credit for course work:

- a. For course work on an approved program leading toward an advanced degree in education, a teacher must submit a copy of the program to the Center Principal.
 - b. For relevant course work not on approved program for provisional or continuing certificated people.
 - (1) Information on course work must be submitted to Principal with rationale.
 - (2) Course must be directly related to instructor's program area.
 - (3) Approval should be requested prior to enrollment in course.
 - c. For relevant course work taken by annual authorized teachers:
 - (1) Must be with Article XVI, Section E.
 - (2) Taken from an undergraduate college or university.
 - (3) Approval should be requested prior to enrollment in the course.
2. Credit for work experience:
- a. Must be directly related to instructor's program area.
 - b. The Principal shall consider at least a verification of employment and a task analysis of the job when considering a work experience request.
 - c. New hires must comply with the above excluding 1(b)(3) and 1(c)(3).
 - d. It shall be the individual teacher's responsibility to report any anticipated relevant work or course work to the Center Principal. Such reports should be made as soon as possible.
3. Procedure:
- a. Within the first five (5) school days of the school year, the Principal will provide the Association President with notice of initial placement (new hires) and any changes in placement on the salary schedule.

- b. The Association will be provided timely access to all information necessary to insure compliance with this Agreement.

ARTICLE XXX

MISCELLANEOUS PROVISIONS

A. The Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

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 or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. During the period of a teacher's employment and thereafter, a teacher shall have and retain all property and copyright interests in and to any book, article, publication, motion picture, filmstrip, recording, slides, curriculum outline, teaching materials, or other creative or copyrightable work, written, composed, created or devised by such teacher.

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

F. LVCTA members will be provided keys for an office. Access to the building from the outside must be prearranged.

G. Copies of this Agreement shall be provided at the expense of the Board and presented to all teachers, plus ten extra copies for the use of the LVCTA.

H. All newly hired teachers must present evidence of a negative TB test or chest X-ray in accordance with the State regulations within fourteen (14) days after the first day of regular school session. The Board will continue its efforts to provide the tests on School District premises at a nominal fee to the teachers.

I. Any department head structure which may be desired by the Board shall be negotiated prior to its enactment.

J. In the event that this District shall be combined with one or more districts, the Board will recommend, in writing, the continued employment of its members in such districts, provided such employees have a satisfactory evaluation.

K. Each instructor shall be provided with a tentative program budget at least ten (10) days prior to the deadline for purchasing supplies and materials for the next school year.

**APPENDIX A
SALARY SCHEDULE**

1995 - 1996			
Years of Service	Annually Authorized Teacher	Annually Authorized Teacher +20, or B.A. with State Teaching Certificate*	B.A. +30 or M.A. with State Teaching Certificate*
0	26,236	27,495	29,763
1	28,122	29,380	32,110
2	30,118	31,377	34,418
3	32,215	33,473	36,933
4	34,313	35,568	39,246
5	36,403	37,775	41,550
6	38,612	39,874	43,964
7	40,608	41,868	46,377
8	42,705	43,966	48,685
9	44,805	46,064	50,995
10	46,953	48,215	53,511

*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.

APPENDIX A - CONTINUED

1996 - 1997			
Years of Service	Annually Authorized Teacher	Annually Authorized Teacher +20, or B.A. with State Teaching Certificate*	B.A. +30 or M.A. with State Teaching Certificate*
0	26,944	28,237	30,567
1	28,881	30,173	32,977
2	30,931	32,224	35,347
3	33,085	34,377	37,930
4	35,239	36,528	40,306
5	37,386	38,795	42,672
6	39,655	40,951	45,151
7	41,704	42,998	47,629
8	43,858	45,153	50,000
9	46,015	47,308	52,372
10	48,221	49,517	54,956

*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.

APPENDIX A - CONTINUED

1997 - 1998			
Years of Service	Annually Authorized Teacher	Annually Authorized Teacher +20, or B.A. with State Teaching Certificate*	B.A. +30 or M.A. with State Teaching Certificate*
0	27,671	28,999	31,392
1	29,661	30,988	33,867
2	31,766	33,094	36,301
3	33,978	35,305	38,954
4	36,190	37,514	41,394
5	38,395	39,842	43,824
6	40,726	42,057	46,370
7	42,830	44,159	48,915
8	45,042	46,372	51,350
9	47,257	48,585	53,786
10	49,523	50,854	56,440

*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.

**APPENDIX B
LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT
TRAVEL & EXPENSE SHEET**

NAME: _____
ADDRESS: _____

DATE SUBMITTED: _____
PERIOD COVERED:
FROM: _____ TO: _____

DATE		NO. OF MILES	AMOUNT	OTHER EXPENSES	TOTAL
TOTAL					

I hereby certify that all expenses were incurred in the performance of official business for the Lapeer County Intermediate School District.

SIGNATURE _____

APPROVAL _____

APPENDIX C*

Grievance No. _____

GRIEVANCE REPORT FORM
Lapeer County intermediate School District

Name of Grievant _____ Date Filed _____

(If additional space is needed for any section, attach an additional sheet.)

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: _____

Relief Sought: _____

Date

Signature

C. Disposition by Principal: _____

Date

Signature

D. Position of Grievant and/or Association: _____

Date

Signature

STEP II

A. Date Received by Superintendent of Designee: _____

B. Disposition of Superintendent or Designee: _____

Date

Signature

C. Position of Grievant and/or Association: _____

Date

Signature

STEP III

A. Date Received by Board Secretary or Board Designee: _____

B. Disposition of Board: _____

C. Position of Grievant and/or Association: _____

Date

Signature

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Date

Signature

APPENDIX D

LETTERS OF UNDERSTANDING

LETTER I

"ACT OF GOD" DAYS

Basic instructional programs operated by Intermediate School Districts are currently excluded from legislation requiring the make up of "Act of God" days. Accordingly, "Act of God" days will not need to be rescheduled at this time. However, if the law is amended, or new legislation passed requiring the makeup of said days, the parties agree the days shall be rescheduled without pay. The specific schedule of make up days shall be negotiated when the law is changed.

Employees shall receive their pay as scheduled: i.e., biweekly on a 20- (21-) or 26-pay schedule. Employees shall not be required to work more days than the calendar requires (e.g. 180 instruction days, 185 total days, etc.) without additional compensation. Compensation shall be based on his/her daily rate for said days.

LETTER II

RETURN SLIPS FOLLOWING SERIOUS ILLNESS OR INJURY

Employees may be required to provide proof of ability to return to work only in cases of leave when an employee is on sick leave for a clearly serious, communicable disease, or serious medical/psychological leave where the person may be harmful to himself/herself or others. The employee shall provide a physician's statement specifying the date that the employee is able to reasonably perform his/her tasks. In cases of emotional illness, the evaluation should be conducted just prior to the date of return.

If the District is not satisfied with the physician's statement, a second opinion from a doctor selected by the District may be required. In such event, the District shall be responsible for the doctor's fee and mileage to and from the employee's home. The appointment should be scheduled as soon as practical. The employee shall not be penalized for sick time lost, provided the physician determines the employee is able to return to work.

Should the doctors' opinions disagree, a mutually agreed upon third doctor will be selected and his/her opinion shall control. Customary expenses (as defined above) shall be assumed by the District.

LETTER III

SICK BANK

It is the intent of the parties to have the individual or the Sick Bank cover the first thirty consecutive and nonconsecutive work days of disability resulting from the same or related illness or disability during the school year. An employee, having exhausted the thirty (30) days may be granted a maximum of sixty (60) additional days from the District provided the illness is for the same or related causes. Once the individual qualifies for LTD, he/she shall not be required to use individual sick days during the school year provided the illness or disability is for the same or related causes. Verification that the illness or disability is for the same or related causes must be provided. The 60-day maximum may be reviewed by the Administration on a case-by-case basis.

LETTER IV

DAMAGE TO VEHICLES

When the Administration determines that a teacher's car has been damaged by a student while under the school's supervision, the following will apply:

1. The teacher will turn the claim for repair in to his/her insurance company.
2. The District shall reimburse the costs of repair which are not covered by the teacher's insurance company. It is understood that costs of repair shall not exceed the value of the vehicle.

The District will not be responsible for damage done to a vehicle unless it is parked in the employees' (north) parking lot.

LETTER V

IN-SERVICE CONFERENCES

The Association shall provide names of drivers to conferences. The District shall reimburse an amount not to exceed the total attendance divided by three.

Example: If 17 attended = 6 cars
 If 14 attended = 5 cars
 If 15 attended = 5 cars
 If 19 attended = 6 cars

LETTER VI

CURRICULUM REVISION WORK

Teachers are expected to continually revise and update their curriculum. Approximately one hour per month (nine hours per year) is a reasonable amount of time for curriculum revision work. It is the intent of the parties that work involved in curriculum revision and updating will be completed within the one hour per month (nine hours per year) time frame. In the event that unusual circumstances or a special project requires more time than specified above, affected staff and the Administration will mutually agree upon the approximate length of time required. Participation shall not be mandatory for staff. The rate of pay will be negotiated by the LVCTA and the Board representatives when the need arises.

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