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8/31/96

AGREEMENT BETWEEN  
THE LENAWEE INTERMEDIATE SCHOOL DISTRICT  
AND THE  
LCEA-LVTEA-MEA-NEA

AUGUST 31, 1995 - AUGUST 31, 1996

*Lenawee Intermediate School District*



LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA

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**AGREEMENT BETWEEN**  
**THE LENAWEE INTERMEDIATE SCHOOL DISTRICT**  
**AND THE**  
**LCEA-LVTEA-MEA-NEA**

**THIS AGREEMENT**, entered into this 31st day of August, 1995, by and between the Lenawee Intermediate School District Board of Education, hereinafter called the "Board" and the Lenawee County Education Association-Lenawee Vocational-Technical Education Association-Michigan Education Association-National Education Association, hereinafter call the "Association."

**WITNESSETH**

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:



ARTICLE I

RECOGNITION

1 A. The Board hereby recognizes the Association as the  
2 exclusive bargaining representative, as defined in Act 336  
3 of 1947, as amended, for all state vocationally certified  
4 instructors with regular classroom assignments during the  
5 normal two-shift operation, the Co-Op Coordinator, and Work  
6 Experience Coordinators, employed by the Lenawee Intermed-  
7 iate School District. Excluded are Coordinator-Student  
8 Recruiting/Marketing, Vocational Counselor, Supervisor  
9 of Placement Services, Career Education Curriculum  
10 Coordinator and all other supervisory, administrative  
11 and executive personnel; office and clerical employees;  
12 custodial employees; all substitute teachers; aides;  
13 vocational instructor's assistants; special needs program;  
14 special education personnel; and part-time adult, evening  
15 and summer school instructors; and all other employees not  
16 specifically included as a part of the bargaining unit  
17 above mentioned. The term "teacher," when used hereinafter  
18 in this Agreement, shall refer to all employees represented  
19 by the Association in the bargaining unit as above defined  
20 and reference to male teachers shall include female  
21 teachers.

22 B. Newly created job categories will be included within  
23 the bargaining unit upon agreement of the parties. If the  
24 parties cannot reach agreement on the inclusion or  
25 exclusion of a newly created position within thirty (30)  
26 days, either party may submit the dispute to the Michigan  
27 Employment Relations Commission (MERC).

ARTICLE II

BOARD OF EDUCATION RIGHTS

1 A. It is expressly agreed that all rights which ordinarily  
2 vest in and have been exercised by the Board of Education,  
3 except those which are clearly and expressly relinquished  
4 herein by the Board, shall continue to vest exclusively in  
5 and be exercised exclusively by the Board without prior  
6 negotiations with the Association either as to the taking  
7 of action under such rights or with respect to the conse-  
8 quence of such action during the term of this Agreement.  
9 Such rights shall include by way of illustration and not  
10 by way of limitation, the right to:

- 11 1. Manage and control the school's business, the  
12 equipment, the operations and direct the working  
13 forces and affairs of the employer.
- 14 2. Continue its rights and past practice of assignment  
15 and direction of work to all of its personnel,  
16 determine the number of shifts and hours of work  
17 and starting times and scheduling of all the  
18 foregoing, but not in conflict with the specific  
19 provisions of this Agreement, and the right to  
20 establish, modify or change any work or business  
21 hours or days.
- 22 3. The right to direct the working forces, including  
23 the right to hire, promote, suspend and discharge  
24 employees, transfer employees, assign work or extra  
25 duties to employees (if above the employee's  
26 classification, such assignment will be temporary  
27 and of a short duration), determine the size of the  
28 work force and to lay off employees.
- 29 4. Determine the services, supplies, and equipment  
30 necessary to continue its operations and to  
31 determine the methods, schedules and standards of  
32 operation, the means, methods, and processes of  
33 carrying on the work including automation thereof  
34 or changes therein, the institution of new and/or  
35 improved methods or changes therein.
- 36 5. Adopt reasonable rules and regulations.
- 37 6. Determine the qualifications of employees,  
38 including physical conditions.
- 39 7. Determine the number and location or relocation of  
40 its facilities, including the establishment or  
41 relocation of new schools, buildings, departments,  
42 divisions or subdivisions, buildings or other  
43 facilities.

- 44 8. Determine the placement of operations, production  
45 service, maintenance or distribution of work,  
46 and the source of materials and supplies.
- 47 9. Determine the financial policies, including all  
48 accounting procedures, and all matters pertaining  
49 to public relations.
- 50 10. Determine the size of the management organization,  
51 its functions, authority, amount of supervision and  
52 table of organization provided that the Board shall  
53 not abridge any rights from employees as specifi-  
54 cally provided for in this Agreement.
- 55 11. Determine the policy affecting the selection,  
56 testing or training of employees, providing that  
57 such selection shall be based upon lawful criteria.
- 58 B. The matters contained in this Agreement and/or the  
59 exercise of any such rights of the Board are not subject to  
60 further negotiations between the parties during the term of  
61 this Agreement.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

- 1 A. The Board hereby specifically agrees that the teachers  
2 shall have all rights as specified in Act 336 of 1947 as  
3 amended (or other laws of Michigan, or the United States,  
4 or the Constitutions of Michigan and of the United States).
- 5 B. It is specifically agreed that no employee of the Board  
6 shall discriminate against any other employee on the basis  
7 of race, creed, color, national origin, sex, marital status,  
8 religious affiliations, age, or membership in the Associa-  
9 tion, or lack thereof, or for any lawful activities of the  
10 Association.
- 11 C. The Association will admit persons to membership  
12 without discrimination on the basis of race, creed, color,  
13 national origin, sex, or marital status.
- 14 D. The Board agrees not to negotiate with any other  
15 teacher's organization other than the Association for the  
16 duration of this Agreement for the above described bargain-  
17 ing unit. Nothing contained herein shall be construed to  
18 prevent any individual teacher from presenting a grievance  
19 and having the grievance adjusted without intervention of  
20 Association, if the adjustment is not inconsistent with  
21 the terms of this Agreement, provided that the Association  
22 has been given opportunity to be present at such adjust-  
23 ment.
- 24 E. The Association and the Board agree to continue to work  
25 affirmatively in implementing their mutual objectives of  
26 effective integration of faculty and student body at the  
27 Lenawee Vo-Tech Center.
- 28 F. The Association shall have the right to use school  
29 buildings at reasonable hours for meetings while their  
30 contract is in full force and effect, provided they have  
31 prior approval from the Principal or his/her designee. The  
32 foregoing shall apply only if the Association representa-  
33 tives check into the building by notifying the Principal  
34 or his/her designee of their presence and comply with the  
35 rules and regulations of the school. In the event any  
36 authorized representative fails to do so, the Principal may,  
37 after a written warning, remove the rights accorded under  
38 this paragraph. Bulletin boards, office equipment, and  
39 telephones shall be made available to the Association and  
40 its members at no expense to the Board. The Association  
41 shall be responsible for any material placed upon the  
42 bulletin boards or distributed through mailbox or mail  
43 distribution or daily bulletins.

44 G. The Board agrees to furnish two copies to the  
45 Association in response to reasonable requests from  
46 time-to-time, all information available to the residents of  
47 the district, tentative budgetary requirements and alloca-  
48 tions and such other generally available information as will  
49 assist the Association in developing intelligent, accurate,  
50 informed and constructive programs on behalf of the Associa-  
51 tion. Such information shall, however, be prepared only in  
52 such form as it is prepared for use of the Board of Educa-  
53 tion.

54 H. The private and personal life of a teacher shall in no  
55 way affect the employment status of said teacher so long as  
56 these activities do not adversely affect the teacher's  
57 effectiveness as a professional classroom teacher.



## ARTICLE IV

### MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

1 A. Any teacher employed by the Board may submit to the  
2 Board an assignment form signed by him/her not later than  
3 thirty (30) days after the commencement of his/her employ-  
4 ment for the purpose of authorizing the deductions of  
5 membership dues of the local, county, Michigan and National  
6 Education Association. The total amount to be deducted  
7 shall be stated on said authorization form. The deduction  
8 shall be made in twenty (20) equal installments beginning  
9 in September and continuing through June. Payroll  
10 deductions of dues shall cease upon termination of said  
11 teacher's employment. Only one (1) application per teacher  
12 for deductions need be honored by the Board in any one  
13 school year and the payroll deduction authorization shall  
14 continue in effect from year-to-year unless revoked in  
15 writing.

16 B. The Association shall, at the beginning of each school  
17 year, give written notification to the Superintendent's  
18 Office of the amount of its dues and those of the county  
19 MEA and NEA which are to be deducted in that school year  
20 under such authorization. The amounts of the deductions  
21 for these dues shall not be subject to change during the  
22 entire school year except that the dues for the second  
23 semester employees shall be reduced according to the  
24 regulations of the Association. For the purpose of this  
25 Article, the term "school year" shall mean the twelve month  
26 period beginning with the opening of school in the fall of  
27 each year.

28 C. 1. Any teacher who is not a member of the Association  
29 in good standing or who does not make application  
30 for membership within thirty (30) days from the  
31 first day of active employment shall, as a  
32 condition of employment, pay a Service Fee to the  
33 Association, pursuant to the Association's "Policy  
34 Regarding Objections to Political-Ideological  
35 Expenditures" and the Administrative Procedures  
36 adopted pursuant to that policy. The Service Fee  
37 shall not exceed the amount of association dues  
38 collected from association members.

39 The bargaining unit member may pay such fee  
40 directly to the Association or authorize payment  
41 through payroll deduction as herein provided.

42 a. In the event that the bargaining unit member  
43 does not pay such Service Fee directly to the  
44 Association, or authorize payment through  
payroll deduction, the Employer shall, pursuant

45 to MCLA 408:477; MSA 17.277(7) and at the  
46 request of the Association, deduct the Service  
47 Fee from the bargaining unit member's wages and  
48 remit same to the Association.

49 The Association in all cases of mandatory fee  
50 deduction pursuant to MCL 408:477; MSA  
51 17.277(7) shall notify the teacher of  
52 non-compliance by certified mail, return  
53 receipt requested. Said notice shall detail  
54 the non-compliance, and shall further advise  
55 the recipient that a request for wage deduction  
56 may be filed with the Board in the event  
57 compliance is not effected. If the teacher  
58 fails to remit the Service Fee or authorize a  
59 deduction for same, the Association may request  
60 the Board to make the deduction. The Board  
61 upon receipt of the request for an involuntary  
62 deduction shall provide the teacher with an  
63 opportunity for a due process hearing limited  
64 to the question of whether or not the teacher  
65 has remitted the Service Fee to the Association  
66 or authorized payroll deduction for same.

67 b. If involuntary payroll deductions are not  
68 permitted by law, the Employer shall, at the  
69 written request of the Association, terminate  
70 the employment of such bargaining unit member  
71 within thirty (30) days of the conclusion of  
72 the due process hearing. The parties agree  
73 that the failure of any bargaining unit member  
74 to comply with the provisions of this Article  
75 is just cause for discharge from employment.  
76 If such termination were in order, the Associ-  
77 ation would give notice to the teacher as  
78 outlined above and the teacher would be afforded  
79 a due process hearing limited to the question of  
80 whether s/he has failed to pay the Service Fee  
81 prior to dismissal.

82 2. The Association has established a "Policy Regarding  
83 Objections to Political-Ideological Expenditures."  
84 That Policy, and the administrative procedures  
85 (including the timetable for payment) pursuant  
86 thereto, applies only to non-union bargaining unit  
87 members. The remedies set forth in that Policy  
88 shall be exclusive, and unless and until such  
89 procedures, including any administrative or  
90 judicial review, there shall have been availed of  
91 and exhausted, no dispute, claim or complaint by an  
92 objecting bargaining unit member concerning the  
93 application and interpretation of this Article  
94 shall be subject to the grievance procedure set  
95 forth in this Agreement, or any other administrative

96 or judicial procedure.

97 A copy of the Policy, the administrative pro-  
98 cedures, and any timetables pursuant thereto for  
99 payment of dues, shall be provided by the Associa-  
100 tion to all non-members of the bargaining unit.

101 3. In the event of any legal action against the  
102 Employer brought in a court or administrative  
103 agency because of its compliance with this Article,  
104 the Association agrees to defend such action, at  
105 its own expense (and through its own counsel),  
106 provided:

107 a. The Employer gives timely notice of such action  
108 to the Association and permits the Association  
109 to intervene as a party if it so desires, and

110 b. The Employer gives full and complete  
111 cooperation to the Association and its counsel  
112 in securing and giving evidence, obtaining  
113 witnesses and making relevant information  
114 available at both trial and appellate levels.

115 4. The Association will save the Board, Lenawee  
116 Intermediate School District, LISD Board members,  
117 and administrators harmless for all costs and  
118 liability for all claims, causes of action,  
119 hearings, trials and appeals arising out of  
120 compliance with this Article. It is expressly  
121 understood that if a tenure hearing is required by  
122 law the Association shall become the charging party.

123 5. The Association will provide all necessary  
124 documents, notices and charges to the Board prior  
125 to requiring the Board to comply with the  
126 provisions of this Article.

127 D. The Association shall provide to the payroll department  
128 a signed payroll deduction authorization for payroll deduct-  
129 tion, pursuant to paragraphs A and C above. Until such  
130 authorization is on file with the payroll department, no  
131 deductions for dues or fees shall be made, except as pro-  
132 vided in paragraph C.1., above. Upon receipt of the author-  
133 ization, deductions for dues or fees or the mandatory  
134 deduction of the Service Fee shall be made until the  
135 employee's annual obligation is paid in full or revoked in  
136 writing pursuant to policies of the Association.

137 E. The Board agrees to deduct from the teacher's salary  
138 and make appropriate remittance for the following:

139 a. Insurance  
140 b. Union Dues (NEA, MEA, LCEA & LVTEA)

- 141 c. Lenco Ed Credit Union
- 142 d. Annuities
- 143 e. United Fund

144 and for any other deductions that are mutually agreed  
145 to or as ordered by the courts.

146 F. Dues deductions, along with an alphabetical list of  
147 teachers, shall be transmitted by the payroll office to  
148 the LVTEA Treasurer, located at the following address:

149 Lenawee Vocational-Technical Center  
150 2345 North Adrian Highway  
151 Adrian, Michigan 49221

ARTICLE V

TEACHER HOURS, ASSIGNMENT AND EMPLOYMENT CONDITIONS

1 A. Teachers shall report to work at least sixty (60)  
2 minutes prior to the regularly scheduled pupil day, and  
3 shall be at their assigned lab or classroom at least ten  
4 (10) minutes prior to commencement of morning classes, five  
5 (5) minutes prior to commencement of afternoon classes, and  
6 shall remain at least five (5) minutes after the last pupil  
7 class period has ended except when participating with  
8 advisory committees and other like work after their other-  
9 wise normal teaching hours. No teacher shall be assigned  
10 more than five (5) hours of teaching and/or student super-  
11 vision during any work day. All instructors will endeavor  
12 to maintain student discipline and decorum in hallways or  
13 other areas of the school even though the students involved  
14 may not be under their direct charge.

15 The administration may schedule in-service programs  
16 and/or regular faculty meetings before the start of normal  
17 class, not to exceed five (5) mornings per month, provided  
18 seven (7) calendar days advanced written notice has been  
19 provided to the Association. This advanced notification  
20 may be waived if deemed necessary by the mutual agreement  
21 of the Principal and the Association President.

22 Furthermore, the administration shall have the flexi-  
23 bility to schedule an after school in-service and/or regular  
24 faculty meeting with seven (7) calendar days advanced  
25 written notice to the Association. In the case of a  
26 scheduled after school in-service or faculty meeting, staff  
27 will report fifteen (15) minutes prior to the commencement  
28 of classes and shall remain forty-five (45) minutes after  
29 the last class. Scheduling these activities after school  
30 is the exception, and the rationale for the after school  
31 activities shall be provided to the Association  
32 President.

33 It is expressly understood that short staff meetings  
34 for updates, announcements, etc., are not included in the  
35 five (5) mornings/afternoons stated above.

36 Further, except on days when an in-service program or  
37 regular faculty meeting has been scheduled, teachers shall  
38 have the flexibility to report fifteen (15) minutes prior  
39 to the commencement of the morning classes (not to exceed  
40 eight (8) days per month), and shall remain at least  
41 forty-five (45) minutes after the last pupil class period  
42 has ended. The administration shall be given three (3)  
43 calendar days advanced written notice of the teacher's  
44 change in work schedule.



45           The required time for the Co-Op Coordinator shall be  
46 the same length as that for teachers; however, the exact  
47 schedule may be modified. In addition, the Co-Op Coordi-  
48 nator may be expected to attend meetings at times other  
49 than the scheduled required time. If and when additional  
50 Co-Op Coordinator position(s) are created, the working  
51 hours for the position(s) shall be a negotiable item.

52           B. Each teacher shall have a thirty (30) minute duty  
53 free lunch period.

54           C.1 No teacher shall be required to attend more than five  
55 (5) hours of in-service and/or regularly scheduled faculty  
56 meetings per month. This shall not include teacher's  
57 participation in various sub-committees and faculty  
58 advisory committees. In addition to the above, teachers  
59 shall be required to attend no more than two (2) open  
60 houses per school year with the exception of on-site  
61 building trades where no more than four (4) open houses  
62 will be scheduled. Teachers will be given at least two  
63 weeks notification of an open house.

64           C.2 Parent-Teacher Conferences will be held each school  
65 year. On Parent-Teacher conference day, the morning  
66 session will be held for students; however, students will  
67 not report for the afternoon session. Parent-Teacher  
68 Conferences will be held from 2:00 p.m. - 5:00 p.m. and  
69 from 6:00 p.m. - 9:00 p.m.. Faculty members will be  
70 allowed to schedule a compensatory day pursuant to the  
71 following guidelines:

72           a. No more than two (2) teachers shall be absent  
73 on a given day. Any exceptions shall be subject  
74 to the approval of the Principal.

75           b. Teachers will not be allowed to take their  
76 compensatory day: on days before or after  
77 scheduled break; i.e., Thanksgiving, Christmas or  
78 Easter; on full or partial in-service days; on  
79 Sophomore Tour Days; on Eighth Grade Visitation;  
80 nor on Student Awards Assembly Day.

81           c. The Principal's approval of the day shall be  
82 granted in order of the request(s), subject to  
83 the above limitations.

84           d. Teachers shall request their compensatory day at  
85 least five (5) work days in advance.

86           D. The administration will endeavor to have one (1)  
87 administrator or his/her designee in the building during  
88 normal school hours when high school students are present  
89 to assist in discipline problems.

90 E. Teachers will not be required to supervise student  
91 breaks.

92 F. The assignment of student teachers to regularly  
93 employed staff shall be voluntary.

94 G. The Board of Education shall furnish all teachers with  
95 the written Board policy concerning student disciplinary  
96 procedures. The Principal shall establish a committee  
97 comprised of staff members and administrators to handle  
98 disciplinary problems or recommend disciplinary policies.

99 H. Both parties recognize that optimum school facilities  
100 for both student and teacher are desirable to assist in  
101 high quality education which is the goal of both the  
102 Association and the Board. In an attempt to strive toward  
103 optimum facilities, the following guidelines are suggested  
104 for ratio of pupil-teacher in the areas below specified:

105	Marketing Education	24-1
106	Medical Services Technology	24-1
107	Business Office	23-1
108	Data Processing	22-1
109	Bldg. & Maintenance Services	20-1
110	Food Services	24-1
111	Child Care	20-1
112	Drafting/CAD	24-1
113	Graphic Design/Printing	20-1
114	Electronics	20-1
115	Auto Body	24-1
116	Auto Mechanics	24-1
117	Horticulture	24-1
118	Machine Trades	24-1
119	Welding	20-1
120	Building Trades (shop)	22-1
121	Building Trades (on-site)	13-1
122	Dental Aide	18-1
123	Accounting/Computing	24-1
124	Agricultural Technology	24-1

125 The above stated ratios include "Special Needs Students"  
126 and refers to pupil-teacher ratio and not to shop or  
127 laboratory load. In the event the above stated ratio is  
128 increased it will be the responsibility of the administra-  
129 tion to consult with the teacher and to provide the Associa-  
130 tion with written statements explaining the reasons behind  
131 such assignments of students.

132 I. Teacher's reference library will be provided by the  
133 Board within budgetary limitation.

134 J. The Board will continue to provide typing and duplica-  
135 tion services for preparation of instructional material as  
136 it has in the past.

- 137 K. The Board shall provide:
- 138 1. A separate desk for each teacher in the Lenawee  
139 Vo-Tech Center with lockable drawer space.
- 140 2. Space for every teacher to store personal articles.
- 141 3. Chalk board space in every classroom.
- 142 4. Within budgetary limits, the Board will provide for  
143 each teacher: texts, storage space in each  
144 classroom for instructional materials, attendance  
145 books, paper, pencils, chalk, erasers, and will  
146 make available dictionaries for the teachers.  
147 Other materials required by the teacher may be  
148 requested by the teacher to the immediate  
149 supervisor and such requests will be given prompt  
150 consideration.
- 151 L. Teachers will not be required to drive a school bus as  
152 a part of their regular assignment.
- 153 M. Restrooms, a smoking area and a non-smoking teachers'  
154 work area will be provided. Students and other non-staff  
155 are not allowed in the teachers' work area except with the  
156 permission of an administrator and/or instructor.
- 157 N. There will be at least four (4) outside telephone lines  
158 available for staff use.
- 159 O. Parking facilities shall be provided at the Lenawee  
160 Vo-Tech Center and designated for faculty use.
- 161 P. A safety committee shall be set up by the Principal of  
162 the Lenawee Vo-Tech Center to receive suggestions from the  
163 faculty concerning possible unsafe or hazardous conditions  
164 for ultimate recommendations to Assistant Superintendent  
165 and/or the Board of Education.
- 166 Q. There will be established a joint administration-faculty  
167 curriculum study committee established for the purpose of  
168 making recommendations regarding the improvement of the  
169 curriculum at the Lenawee Vo-Tech Center. It is understood  
170 that the Vo-Tech Center curriculum study includes close  
171 contact with the occupational advisory council, the Lenawee  
172 Vo-Tech Administrative Advisory Committee, constituent  
173 school district administrators and teachers, the Vocational  
174 Division of the Michigan Department of Education, the  
175 administration, the teachers and the student body and  
176 others. This study committee will serve without pay, it  
177 being recognized that the improvement of curriculum is part  
178 of the duties of the staff and part of their professional

179 responsibilities. This committee will serve no more than  
180 four (4) hours per month without the mutual consent of  
181 participants.

182 R. All employees will contribute towards a gift and  
183 flower fund. The amount to be established jointly by the  
184 Association and administration.

185 S. A teacher's individual schedule may not conform to the  
186 normal day school operations. If a teacher's hours (equal  
187 to the length of the normal work day) are changed to start  
188 earlier or later than the normal school operations, then  
189 s/he shall be notified at least one (1) month prior to the  
190 change. Further, supportive rationale shall be provided  
191 to the teacher by the administration for the change. In the  
192 event the schedule changes are not acceptable to the  
193 employee, the Board shall have the right to lay off the  
194 employee. In such instances, the employee shall be entitled  
195 to a thirty (30) day notice of layoff. This layoff language  
196 supersedes any other layoff language contained in this  
197 Agreement.

198 In the event a proposed schedule of a staff member  
199 would be interrupted by a non-teaching period or periods,  
200 then he/she shall be notified at least one month prior to  
201 the change. Further, supportive rationale shall be provided  
202 to the teacher by the administration for the change. In  
202 the event the schedule changes are not acceptable to the  
203 employee, the Board shall have the right to lay off the  
204 employee. In such instances, the employee shall be entitled  
205 to a thirty (30) day notice of layoff. This layoff language  
206 supersedes any other layoff language contained in this  
207 Agreement.

208 T.1 A teacher whose program is being eliminated or who has  
209 a shift without sufficient students scheduled may be given  
210 the options of being laid off or of being retrained if  
211 necessary for another position. The position, type, and  
212 length of retraining would be identified by the administra-  
213 tion and the teacher would receive his/her regular compen-  
214 sation. The retraining costs would be borne by the Board.  
215 The position being trained for would not be subject to the  
216 job posting requirements stated elsewhere in this contract.  
217 If more than one staff position is in jeopardy as stated  
218 above, then the most seniored employee shall have first  
219 opportunity for selecting the option of being retrained if  
220 only one retraining position is available. In the event  
221 the conditions of the retraining and/or the new position  
222 are not acceptable to the employee, the Board shall have the  
223 right to lay off the employee. In such instances, the  
224 employee shall be entitled to a thirty (30) day notice of  
225 layoff. This layoff language supersedes any other layoff  
226 language contained in this Agreement.



227 T.2 The Board agrees to support a teachers acquisition of  
228 additional course work beyond a BA/BS degree which leads to  
229 certification in subject areas pursuant to a planned  
230 program approved by the Intermediate School District's  
231 Superintendent or designee (e.g., math, English, science).  
232 The Board's support will consist of payment of the tuition  
233 for the course work provided, however, that the Board  
234 reserves the right to deny requests for tuition payment or  
235 reimbursement in the event the Board determines that it is  
236 advisable to do so because of budgetary limitation.  
237 Approved tuition payments or reimbursements shall be paid  
238 according to the following schedule:

239 a. one-half (1/2) of tuition costs to be paid upon  
240 successful completion of each approved course.

241 b. remaining one-half (1/2) of tuition costs to be  
242 paid upon successful completion of the approved  
243 planned program and the teacher's acquisition of  
244 certification.

245 U. The Board shall request that relevant student medical  
246 information be provided by the local district to the Vo-  
247 Tech Center and by individual students via an emergency  
248 card. This relevant medical information will be shared  
249 with the student's instructor, unless this would violate  
250 student rights or laws related to confidentiality.



ARTICLE VI

REQUIREMENTS FOR CONTINUED EMPLOYMENT

- 1 A. It is recognized by the Association that the initial  
2 requirements for employment are within the prerogative of  
3 the Board of Education and to a large extent determined by  
4 the Department of Education certification division for job  
5 classifications contained within the bargaining unit.
- 6 B. Once employed by the Board of Education, all teachers  
7 must take TB tests as required by law and shall in addition  
8 thereto file with the Intermediate Board of Education a  
9 teaching certificate at the time of employment, unless on  
10 Annual Authorization.
- 11 C. Those teachers on Annual Authorization shall provide  
12 information consistent with current laws covering Annual  
13 Authorization which states the following:
- 14 "1. Proof that the non-certified teacher is annually  
15 and continually enrolled in completing credit in an  
16 approved vocational teacher preparation program  
17 leading to vocational certification; and
- 18 2. The non-certified teacher has a planned vocational  
19 teacher preparation program leading to vocational  
20 certification on file with the employing school  
21 district or intermediate school district, his/her  
22 teaching preparation institution, and the  
23 Department of Education."
- 24 D. All teachers must maintain proper certification by the  
25 Department of Education and furnish to the Board of Educa-  
26 tion a mailing address and telephone number which must be  
27 kept current. All teachers on the staff are encouraged to  
28 show evidence of professional growth throughout the course  
29 of their employment in the district.
- 30 E. Substitute teachers shall have minimum requirements as  
31 provided for by law.

ARTICLE VII

COMPENSATION AND BENEFITS

1       A. See attached salary schedule.

2       B. It is agreed that the school year shall consist of a  
3       minimum of one hundred eighty (180) days of student  
4       instruction as promulgated by the Department of Education  
5       (it being expressly understood that in the event that one  
6       hundred and eighty days of student instruction is increased,  
7       the Board of Education shall have the right to expand the  
8       school calendar to achieve the minimum number of days as  
9       required by the Department of Education). In addition to  
10      this time there shall be three (3) in-service training days  
11      and two (2) records days for a total of one hundred eighty-  
12      four (185) days. (The total being subject to the change  
13      herein before mentioned in the event required by law.)

14                   How Contract Days Are Apportioned

15           Student Instruction Days	180	(subject to Department of Education regulations)
16           In-service Days	3	
17           Record Day	1	
18           Record Day	1	
19           Total	<u>1</u>	
20	185	

21           The parties enter into this agreement with the mutual  
22      understanding that the provisions of the State School  
23      Aid Act (PA 239 of 1984) do not require the Intermediate  
24      School District to reschedule days of student instruction  
25      lost because of conditions not within the control of school  
26      authorities such as inclement weather, fires, epidemics,  
27      mechanical failure, health conditions as defined by the  
28      city, county, or state health authorities, or other "Acts  
29      of God." The parties further understand and assume that  
30      the ISD will be permitted to count said days as days of  
31      student instruction for purposes of meeting the one hundred  
32      eighty (180) day attendance requirements and for purposes  
33      of receiving state aid in accordance with the State School  
34      Aid Act.

35           Given the mutual understandings recited above, the  
36      parties agree that when an "Act of God" or an employer  
37      directive forces the closing of school or other facility  
38      due to the conditions enumerated above, bargaining unit  
39      members shall be excused from reporting to duty without  
40      loss of pay. Days lost due to school closing under the  
41      foregoing circumstances shall not be rescheduled.

42           However, in the event that the ISD is not permitted to  
43      count the days of instruction lost due to the conditions

44 enumerated in paragraph II for purposes of the State School  
45 Aid Act (PA 239 of 1984) as days of student attendance due  
46 to interpretation by the Michigan Department of Education,  
47 proper judicial authority or legislative act, the provisions  
48 of paragraph II shall become void and the following provi-  
49 sions shall become immediately operative:

50 Teachers will not be required to report and  
51 shall receive their regular pay for scheduled  
52 days of student instruction which are not held  
53 because of conditions not within the control of  
54 school authorities, such as inclement weather,  
55 fires, epidemics, mechanical failure, health  
56 conditions as defined by the city, county, or  
57 state health authorities, or other "Acts of God."  
58 Such canceled instruction days shall be made up  
59 at the end of the school year unless negotiated  
60 differently. This negotiation shall include  
61 scheduling of make-up days for individual bar-  
62 gaining unit members in consideration of their  
63 job responsibilities. If the parties have not  
64 reached agreement within sixty (60) days of the  
65 date the action causing ISD to make up days, or  
66 if the sixty (60) days conflict with any law,  
67 mandate or county decision, then the time shall  
68 be reduced accordingly. Bargaining unit members  
69 shall perform work up to 180 student instruction  
70 days with no additional compensation.

71 C. Association members may be granted teacher days during  
72 the academic year in which members on an individual basis  
73 may be released from their regular duties without loss of  
74 compensation for the purpose of participating in profes-  
75 sional conferences, coordinators' meetings, visits to other  
76 schools, research in their fields of work and trips to  
77 higher institutions of learning. A request to the admini-  
78 stration must be made five (5) days prior to the use of the  
79 day or days.

80 Voluntary technical updating leaves of absence for the  
81 purpose of professional improvement will be available start-  
82 ing September 1, 1983. Terms of the leaves, including  
83 beginning and ending dates and compensation and benefits,  
84 will be determined on an individual basis by the Superinten-  
85 dent or his/her designee after consultation with the  
86 involved instructor.

87 D. A teacher engaged during the school day in negotiating  
88 on behalf of the Association with any representative of the  
89 Board shall be released from regular duties without loss of  
90 salary.

91 E. The Board will maintain a policy to protect all  
92 employees from any claim arising from personal or property

93 liability while in the pursuit of their employment  
94 responsibilities with the school district.

ARTICLE VIII

LEAVES OF ABSENCE

1 A. Teachers will be granted twelve (12) sick leave days  
2 per year to be used for absences caused by illness or  
3 injury of the teacher, or illness of the immediate family  
4 that requires the teacher's personal attention. Immediate  
5 family shall include spouse, children and parents. Only  
6 personal illness or disability and/or emergency medical  
7 procedures are covered by this sick leave policy. Routine  
8 health examinations, dental appointments, or surgical  
9 procedures which might appropriately be scheduled during  
10 vacation or after school periods shall not be covered by  
11 this sick leave policy. Unused sick leave will be allowed  
12 to accumulate to one hundred sixty (160) days. Part-time  
13 employees will be granted pro-rated sick leave days.

14 Of these twelve (12) days, personal emergency and  
15 business leaves shall be limited to two (2) days per school  
16 year. These two (2) days are a part of sick leave and  
17 chargeable to sick leave. It is to be understood that  
18 these days may be taken only when it is impossible to  
19 conduct the business or handle the emergency during  
20 non-working hours/days. These days are not to be taken  
21 immediately prior to or following holidays or vacation  
22 periods, without prior approval of the administration.  
23 When possible, at least twenty-four (24) hours advance  
24 notice is to be given.

25 Any teacher that can anticipate a prolonged disability  
26 which would cause the teacher to be absent from work for  
27 five (5) consecutive days or more, and for which s/he will  
28 use sick leave or Long Term Disability Insurance (such as  
29 scheduled surgery, other confinement to home or hospital,  
30 including maternity) shall notify the Assistant Superinten-  
31 dent of Vocational/General Services in writing as soon as  
32 possible. The notification shall contain the projected  
33 days of absence. The Board reserves the right of written  
34 verification from the teacher's physician. The teacher  
35 must return to work as soon as the disability ends.

36 Teachers returning from such leaves shall provide the  
37 Board with a physician's statement that they are medically  
38 able to return to their duties.

39 The Association recognizes that abuse of sick leave is  
40 non-professional behavior and will caution its members  
41 that such abuse may result in disciplinary action  
42 including loss of pay.

43 B. Teachers shall be granted one (1) personal leave day per  
44 school year subject to the following guidelines:



- 45 1. No more than two (2) teachers shall be absent  
46 on a given day. Any exceptions shall be  
47 subject to the approval of the Principal.
- 48 2. Teachers will not be allowed to take their  
49 personal leave day on days before or after  
50 scheduled break; i.e., Thanksgiving, Christmas,  
51 or Easter; on full or partial in-service days;  
52 on Sophomore Tour Days; on Eighth Grade Visitation;  
53 nor on Student Awards Assembly Day.
- 54 3. The Principal's approval of the day shall be  
55 granted in order of the request(s), subject to  
56 the above limitations.
- 57 4. When possible, at least twenty-four (24) hours  
58 advance notice is to be given.
- 59 5. Unused days shall be added to the teacher's  
60 accumulated sick leave.
- 61 C. The Board agrees to provide to full-time tenure  
62 teachers an insured income continuation plan for disability  
63 extending beyond the teacher's accumulated sick leave.  
64 The plan shall guarantee continuation of sixty (60)  
65 percent of the teacher's income from salary and  
66 supplemental income received from the Board, averaged  
67 monthly, including benefits received from primary and  
68 family social security, workers' compensation or any  
69 other employer-sponsored plan, including disability  
70 benefits received under the MPSERS insurance. Benefits  
71 shall begin ninety (90) calendar days after the teacher  
72 is disabled or upon the expiration of the teacher's  
73 sick leave benefits, whichever is greater. Benefits  
74 will continue to age sixty-five (65) for illness or  
75 accident.
- 76 D. Where a teacher's illness extends beyond his/her  
77 accumulated sick leave, the Board may require an  
78 examination by a physician of its choice, but such  
79 examination shall be at the Board's expense, and the teacher  
80 will be permitted to receive a copy of any such report  
81 furnished to the Board or its designated agent by said  
82 physician.
- 83 The Board, at its expense, may require a teacher to  
84 furnish a doctor's statement verifying illness if there is  
85 a misuse of sick leave.
- 86 If the District has cause to believe that a teacher  
87 is incapable of returning to work after an extended (five  
88 or more days) mental/nervous medical leave of absence, the  
89 District has the right to have the teacher undergo an  
90 examination by an independent Psychiatrist or Certified

91 Psychologist, jointly selected by the District and the  
92 Association in consultation with the teacher.

93 E. All teachers employed are covered under Michigan  
94 Workers' Compensation Law and are entitled to receive  
95 benefits as provided by law. Teachers shall continue to  
96 accumulate seniority up to a maximum of one additional full  
97 year in the position they were in at the time they  
98 qualified for workers' compensation. This seniority  
99 accumulation shall be governed by the seniority definition  
100 in Article XVI.C.

101 F. The Board shall inform each teacher of their  
102 accumulated sick leave at the beginning of each school  
103 year.

104 G. In order to receive payment for any absence from  
105 employment it will be necessary for the teacher to  
106 designate the reason for being absent. It is expressly  
107 understood that in order to receive compensation for  
108 employment the employer has a right to assume that the  
109 employee will be present on the job and working.

110 1. Death in immediate family: Teachers will be  
111 allowed to use up to five (5) days for death in the  
112 immediate family. Three (3) of these days will  
113 not be chargeable against sick leave upon prior  
114 approval of the administration. Immediate  
115 family shall be defined as mother, father, spouse,  
116 siblings, children, or such other person with whom  
117 the teacher has been in close association and whose  
118 illness or death has a real meaning to the teacher.

119 2. Attendance at funerals of non-family members shall  
120 be limited to one-half (1/2) day per year.  
121 Additional attendance at funerals of non-family  
122 members shall be charged against personal emergency  
123 and business days.

124 3. In order to be compensated for sick leave, the  
125 teacher shall call the district's designated  
126 answering machine number with name, date of  
127 absence, lesson plan activities and location of  
128 keys in the event of an absence due to personal or  
129 critical or emergency illness no later than 7:00  
130 A.M. of the expected day of absence, so that a  
131 substitute may be obtained, unless circumstances  
132 make such notification impossible or unreasonable  
133 to do so. In the event such notification is not  
134 complied with, the teacher shall file with the  
135 Principal a written statement concerning the  
136 reasons for his/her failure to notify. Based upon  
137 these reasons, the Principal shall have the  
138 discretion to waive notification. Said waiver

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shall be in writing, a copy of which shall be sent to payroll. The following leaves of absence may be granted with pay and not charged against the teacher's accumulated sick leave, provided prior arrangements are made with the Principal:

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a. Absence when the teacher is called for jury service. It is expressly understood that a teacher on jury duty shall return to his/her teaching functions within one hour after dismissal and that the teacher is also urged to request s/he be excused from jury duty since s/he is a public employee necessary to maintain the continuity of the educational process.

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b. Court appearance as a witness which arises out of the teacher's employment with the Board; provided, however, there shall be no pay when the employee is called to testify against the Board or where the dispute involves labor-management relations.

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c. Such other absences as the administration shall, in their discretion, determine is of a nature to benefit the school.

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H. Teacher attendance is encouraged on "Act of God" days which force closing of schools. Such days can be used for furthering of the educational program in their assigned areas.

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I. Unpaid Leaves:

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1. A teacher shall be entitled to utilize an unpaid leave of absence for a disability even though s/he may have received sick leave for the same disability. Any teacher that can anticipate (a) a prolonged disability, or (b) a short disability followed by newborn child care, or (c) adoption followed by pre-school child care, and wishes to take an unpaid leave of absence, shall notify in writing the Assistant Superintendent-Career Technical Education as soon as possible. The notification shall contain the projected days of absence which shall not be more than one year.

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2. The ending date of such requested leave shall coincide with the ending date of a school semester as much as possible.

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3. Teachers returning from such leaves shall provide the Board with a physician's statement that they are medically able to return to their duties.

- 184 4. A teacher may make written application to return  
185 prior to the end of such a leave, but the Board  
186 shall be under no obligation to return the teacher  
187 unless a vacancy occurs for which the teacher is  
188 certified.
- 189 5. No experience credit or fringe benefits shall  
190 accrue to a teacher on unpaid leaves.
- 191 6. Extension of the leave shall be at the sole  
192 discretion of the Board. If an employee wishes an  
193 extension of the leave, s/he must make written  
194 request as soon as possible, but no later than  
195 sixty (60) working days before the expiration of  
196 the initially granted leave.
- 197 7. Upon expiration of the leave, the teacher shall be  
198 returned to his/her former position or another  
199 position for which s/he is certified.
- 200 8. At least a month before the expiration date of the  
201 leave, the administration shall write to the  
202 teacher asking whether or not s/he will be returning  
203 from the leave. The teacher must respond in  
204 writing within ten (10) days of receipt of the  
205 letter whether or not s/he will return.
- 206 9. Failure to return from a leave on the date  
207 specified in said leave, or failure to respond to  
208 the administrator's letter, shall be conclusively  
209 deemed a resignation unless mutually agreed by the  
210 Board and the teacher prior to said date.
- 211 J. A teacher who has exhausted all sick leave herein above  
212 granted, and is not otherwise available for a leave of  
213 absence, may be granted a leave of absence without pay for  
214 a period not to exceed one (1) year at the discretion of  
215 the Board of Education.
- 216 K. Other Absences: A teacher who is absent for reasons  
217 other than those above specified or in accordance with the  
218 above requirements shall be subject to the disciplinary  
219 action including the loss of compensation. In the event a  
220 loss of compensation is determined, the teacher's salary  
221 shall be diminished for each day of absence by dividing  
222 his/her base pay by 185. Further, in the event the teacher  
223 is absent without cause from other compensated activities,  
224 the compensation shall be reduced according to the amount  
225 of time lost in relation to the total time required of the  
226 position carrying extra compensation.
- 227 L. Leave of absence without pay may be granted UPON  
228 application to and approval of the Board.



229 M. Sabbatical Leaves

230 1. Upon application, employees who have worked for  
231 the LISD for at least seven (7) years, may be  
232 granted a leave of absence for up to one (1) year  
233 to be spent for the advancement of professional  
234 skills; i.e., course work taken at an accredited  
235 college/university or for upgrading/retraining of  
236 technical skills. During said leave, all  
237 eligible insurance's shall be paid by the Board  
238 for the employee, not including payments for tax  
239 sheltered annuities as specified in Plans B and C.

240 2. Upon completion of said leave, the employee shall  
241 return to the employ of the former position or a  
242 position of like nature and status and shall be  
243 placed at the same position on the salary  
244 schedule as s/he would have been had s/he worked  
245 in the District during that period.

246 3. Any sabbatical leave of absence will be without  
247 pay and will be granted only upon application and  
248 approval by the Board of Education.

249 N. An employee who has exhausted his/her accumulated  
250 sick leave may borrow up to five (5) days additional sick  
251 time from the next school year by applying for the days in  
252 writing to the Superintendent or his/her designee.  
253 However, the Board retains the right to deduct from the  
254 employee's last paycheck the amount equal to the salary so  
255 paid in advance on the borrowed sick leave days in the  
256 event the employee does not, for any reason, return to work  
257 for the next ensuing school year.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

1 A. The Board recognizes it is desirable in making assign-  
2 ments to consider the interest and aspirations of its  
3 teachers. Requests by a teacher for a transfer to a  
4 different class or position shall be made in writing to the  
5 Assistant Superintendent-Vocational/General Services and  
6 one copy filed with the administration. The application  
7 shall set forth the reasons for transfer, the position  
8 sought, and the applicant's academic qualifications. Such  
9 requests shall be renewed once a year, preferably in the  
10 early spring, to assure active consideration by the Board.

11 B. The Association recognizes that when vacancies occur  
12 during the school year, it may be difficult to fill them  
13 within the district without undue disruption to the  
14 existing instructional program. The Superintendent shall  
15 in his/her judgment determine such a vacancy may be filled  
16 on a temporary or tentative basis until the end of the  
17 normal school year, at which time the position will be  
18 considered vacant.

19 C. Whenever a permanent or newly created vacancy in a  
20 teaching position shall occur as determined by the Board,  
21 the Board shall publicize same by giving notice of such  
22 vacancy to the President of the Association and provide for  
23 appropriate posting on the teachers' bulletin boards. Said  
24 vacancy shall not be permanently filled for a period of  
25 fifteen (15) days from the posting. During the summer  
26 months the posting notice shall be provided to all associa-  
27 tion members with their first paycheck following the posting  
28 date. Any teacher possessing the qualifications may apply  
29 for such position in writing to the Superintendent's office  
30 within the fifteen (15) day posting period. The Board  
31 agrees to consider professional background and attainment  
32 of all applicants, length of service and teaching, class  
33 level, area of specialization and other relevant factors.

34 The Board agrees to post any vacant or newly created  
35 administrative or supervisory positions at least fifteen  
36 (15) days before it is filled except on an emergency basis.  
37 During the summer months the posting notice shall be  
38 provided to all association members with their first  
39 paycheck following the posting date.

40 Changes in teaching assignments after May 25 will be  
41 made for a cause and upon notice to the teacher involved.  
42 The Assistant Superintendent-Vocational/General Services or  
43 his/her designated representative will explain the reasons  
44 for changes in teaching assignments after the above  
45 specified date. It being understood that many contingencies



46 may exist that would force a change in assignments outside  
47 the control of the administration.

48 Any assignments in addition to the normal teaching  
49 schedule during the regular school year shall not be  
50 obligatory.

51 The Board declares its support of a policy of promotion  
52 from within its own staff.

53 D. Any teacher who shall be transferred to a supervisory  
54 or executive position and shall later return to a teacher  
55 status shall be entitled to retain such rights as s/he  
56 may have had under the Agreement prior to transfer to  
57 supervisory or executive status. Seniority rights are to  
58 remain at the same level established prior to promotion  
59 to supervisory or executive status.

ARTICLE X

TEACHER EVALUATION

1 A. Both parties recognize the importance and value of a  
2 procedure for assisting and evaluating the progress and  
3 success of both newly employed and experienced personnel.  
4 Therefore, the following procedure has been agreed upon in  
5 an effort to accomplish the goals.

- 6 1. Probationary teachers shall be observed for the  
7 purpose of evaluation at least three (3) times  
8 during the school year. These observations shall  
9 occur in the fall, winter and spring following a  
10 teacher's commencement of services. Tenure  
11 teachers shall be observed for the purposes of  
12 evaluation at least once every three (3) years.  
13 In the "off" years, an informal summary will be  
14 provided listing strengths and areas suggesting  
15 improvement.
- 16 2. All evaluations shall be reduced to writing and a  
17 copy given to the teacher within ten (10) school  
18 days of the evaluation. If the teacher disagrees  
19 with the evaluation, s/he may submit a written  
20 answer which shall be attached to the file copy of  
21 the evaluation in question.
- 22 3. Tenure teacher evaluations should be completed not  
23 later than April 1 each year.
- 24 4. No monitoring and observation for evaluation  
25 purposes will be done in a covert manner.
- 26 5. All criticisms in evaluations should include  
27 specific recommendations on how to improve.
- 28 6. Formal observations for evaluations must be at  
29 least thirty (30) minutes in length.
- 30 7. The teacher and the administrator shall meet, if  
31 requested by the teacher or administrator, prior to  
32 an observation to provide the teacher with an  
33 opportunity to explain what the lesson plan will be  
34 during the observation.
- 35 8. Within two (2) days of the observation the teacher  
36 may request the administrator to schedule a meeting  
37 with the teacher to discuss the observation. This  
38 meeting will be scheduled within five (5) school  
39 days of the request.

40 The purpose of the meeting will be to allow the  
41 teacher the opportunity to clarify or explain the  
42 observation.

43 9. Upon teacher request, an administrator will observe  
44 the teacher again to look for improvement in areas  
45 previously criticized. An attachment, reflecting  
46 the administrator's new evaluation, shall be  
47 attached to the original.

48 B. In addition to the administrator's evaluation of the  
49 teacher's performance, the teacher shall have the  
50 opportunity to do a self-evaluation with a copy to be  
51 attached to the evaluation done by the administrator.

52 C. The use of standardized and required student testing  
53 results, placement and enrollment statistics in evaluation  
54 of the teacher shall be prohibited.

55 D. Each teacher, upon request, shall have the right to  
56 review the contents of his/her own personnel file maintain-  
57 ed by the school system. The review will be made in the  
58 presence of the administrator responsible for the safe-  
59 keeping of the file. Privileged information such as  
60 confidential credentials, letters of reference from  
61 universities, individuals, or previous employers are  
62 specifically exempted from such review. The administrator  
63 shall remove such credentials and confidential reports from  
64 the file prior to the review of the file by the teacher. A  
65 representative of the Association may be requested to  
66 attend such a review. After three (3) years, disciplinary  
67 material shall be removed from the personnel file provided  
68 there has not been a recurrence of the same type of  
69 incident.

70 E. A teacher shall upon request be entitled to have present  
71 a representative of the local Association when s/he is  
72 being reprimanded, warned, or disciplined for an infraction  
73 of discipline or delinquency in professional performance  
74 of a serious nature. If and when such reprimand is to be  
75 made, the administration shall inform the teacher of his/her  
76 right to Association representation. Such notification  
77 shall constitute official notice to the teacher that the  
78 administration views this as a serious infraction which  
79 might reflect upon the competence of the teacher with  
80 respect to re-employment. When a request for such repre-  
81 sentation is made, no action shall be taken with respect  
82 to the teacher until such representation of the Associa-  
83 tion is present, and in no instance later than five (5)  
84 school days after the initiatory action by the admini-  
85 stration. If, in the opinion of the administration,  
86 an emergency situation exists, s/he may issue a prelim-  
87 inary reprimand and shall file within two (2) days in

88 writing a formal notification of the reprimand hearing  
89 with the teacher and the Association.

90 F. No teacher shall be disciplined or dismissed without  
91 just cause. It is expressly understood that the right of  
92 the Board of Education to review a probationary teacher's  
93 contract and to deny the renewal thereof is within the sole  
94 discretion of the Board of Education. Discipline or  
95 discharge shall be subject to the grievance procedure  
96 except where the Tenure Act shall apply, in which case the  
97 teacher shall have such rights as are afforded him/her under  
98 the Teacher's Tenure Act. Information forming the basis  
99 of disciplinary action or discharge will be made available  
100 to the teacher and the Association. Administrative  
101 evaluation shall not be subject to the grievance procedure.

102 G. The Board will use the concept of progressive  
103 discipline in application of just cause in dealing with  
104 disciplinary matters. Under progressive discipline, the  
105 initial discipline for an infraction shall be commensurate  
106 with the severity of the infraction, with discipline of  
107 increased severity being used for repeated violations. The  
108 usual sequence may be warning, written reprimand, short  
109 unpaid suspension, and dismissal. This does not preclude  
110 more severe initial discipline for more severe violations.

ARTICLE XI

DISCIPLINE AND TEACHER PROTECTION

- 1 A. The Board adopted student discipline code shall become  
2 part of the Teacher's Handbook.
- 3 B. Consistent with Board policy the administration shall  
4 support teachers in maintaining school discipline.
- 5 C. All assaults by students upon teachers shall be  
6 immediately reported to the administration. The Board will  
7 assist the teacher in resolving the dispute with the  
8 student. The Board will provide the teacher with legal  
9 counsel in the event the teacher requests same and the  
10 Board determines the teacher has acted within the scope of  
11 Board policy. It is expressly understood that the  
12 providing of legal counsel will be handled by the Board of  
13 Education on an individual basis as determined by the  
14 circumstances.
- 15 D. Any written complaints made by a parent of a student  
16 against a teacher shall be immediately reported to the  
17 teacher involved. In the event a teacher is sued by reason  
18 of disciplinary action taken by the teacher against a  
19 student in accordance with Board policy, the Board will  
20 provide legal counsel as each individual case arises. Time  
21 lost by a teacher arising out of an assault shall not be  
22 charged against sick leave so long as the Board determines  
23 that the teacher has acted within the scope of Board  
24 policy. "Time lost" as above used shall be construed to  
25 mean absence from the job due to an injury arising from  
26 the assault and shall not extend beyond ninety (90) calendar  
27 days.



ARTICLE XII

ACADEMIC FREEDOM

1           The parties seek to educate young people in the  
2 democratic tradition, to foster a recognition of individual  
3 freedom and social responsibility, to inspire meaningful  
4 awareness of and respect for the Constitution and the Bill  
5 of Rights, and to instill appreciation of the values of  
6 individual personality. It is recognized that these  
7 democratic values can best be transmitted in an atmosphere  
8 which is free from censorship and artificial restraint upon  
9 free inquiry and learning and in which academic freedom for  
10 teachers and student is encouraged.

ARTICLE XIII

COMPLETION OF AGREEMENT

1           The parties acknowledge that during the negotiations  
2 which resulted in this Agreement, each had the unlimited  
3 right and opportunity to make demands and proposals with  
4 respect to any subject or matter not removed by law from  
5 the area of collective bargaining, and that the under-  
6 standings and agreements arrived at by the parties after  
7 the exercise of that right and opportunity are set forth  
8 in this Agreement. Therefore, the Board and the Associa-  
9 tion, for the life of this Agreement, each voluntarily  
10 and unqualifiedly waives the right and each agrees that  
11 the other shall not be obligated to bargain collectively  
12 with respect to any subject or matters not specifically  
13 referred to or covered in this Agreement, even though  
14 such subjects or matters may not have been within the  
15 knowledge or contemplation of either or both of the parties  
16 at the time that they negotiated or signed this Agreement.  
17 A specific item not covered by this Agreement may be subject  
18 to negotiations upon consent of both parties.

ARTICLE XIV

GRIEVANCE PROCEDURE

1 A. A grievance shall be an alleged violation of the  
2 expressed terms of this contract.

3 The following matters shall not be the basis of any  
4 grievance filed under the procedure outlined in this  
5 Article:

- 6 1. The termination of teacher services or failure  
7 to re-employ any probationary teacher.
- 8 2. The placing of a non-tenure teacher on a third year  
9 of probation.
- 10 3. The termination of services or failure to re-employ  
11 any teacher to a position on the extracurricular  
12 schedule.
- 13 4. The contents of the teacher evaluation.

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

18 B. The Association shall designate two (2) representatives  
19 per building to handle grievances when requested by the  
20 grievant. The Board hereby designates the Principal of  
21 each building to act as its representative at Level One  
22 as hereinafter described, and the Assistant Superinten-  
23 dent-Vocational/General Services or his/her designated  
24 representative to act at Level Two as hereinafter  
25 described.

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

28 D. Written grievances (see Appendix I) as required  
29 herein shall contain the following:

- 30 1. It shall be signed by the grievant or grievants;
- 31 2. It shall be specific;
- 32 3. It shall contain a synopsis of the facts giving  
33 rise to the alleged violation;
- 34 4. It shall cite the section or subsection of this  
35 contract alleged to have been violated;

- 36 5. It shall contain the date of the alleged violation;  
37 6. It shall specify the relief requested;  
38 7. When the grievance is filed at Level Two, Three,  
39 and Four, the grievant(s) shall state the reason(s)  
40 why the disposition at the previous Level was not  
41 acceptable.

42 Any written grievance not substantially in accordance  
43 with the above requirements may be rejected as improper.  
44 Such a rejection shall not extend the limitations herein-  
45 after set forth.

46 E. Level One: A teacher believing himself/herself  
47 wronged by an alleged violation of the express provisions  
48 of this contract shall within ten (10) days of its alleged  
49 occurrence, orally discuss the grievance with the Principal  
50 in an attempt to resolve same.

51 If no resolution is obtained within three (3) days of  
52 the discussion, the teacher shall reduce the grievance to  
53 writing and proceed within five (5) days to Level Two.

54 Level Two: A copy of the written grievance shall be  
55 filed with the Assistant Superintendent-Vocational/General  
56 Services or his/her designated agent as specified in Level  
57 One with the endorsement thereon of the approval or dis-  
58 approval of the Association. Within five (5) days of  
59 receipt of the grievance, the Assistant Superintendent or  
60 his/her designated agent shall arrange a meeting with the  
61 grievant(s) and/or the designated Association representa-  
62 tive at the option of the grievant(s) to discuss the  
63 grievance. Within five (5) days of the discussion, the  
64 Assistant Superintendent or his/her designated agent shall  
65 render his/her decision in writing, transmitting a copy of  
66 the same to the grievant(s), the Association secretary, the  
67 building principal in which the grievance arose, and place  
68 a copy of same in a permanent file in his/her office. The  
69 Assistant Superintendent's decision shall include the  
70 reason(s) if s/he denies the grievance.

71 If no decision is rendered within five (5) days of the  
72 discussion, or the decision is unsatisfactory to the  
73 grievant(s) and the Association, the grievant(s) may appeal  
74 same to the Superintendent by filing the written grievance  
75 along with the decision of the Assistant Superintendent not  
76 more than three (3) days from the date of the written  
77 decision of the Assistant Superintendent.

78 Level Three: Within five (5) days of the receipt of  
79 the grievance, the Superintendent or his/her designated  
80 agent shall arrange a meeting with the grievant(s) and/or  
81 the designated Association representative at the option of

82 the grievant(s) to discuss the grievance. Within five (5)  
83 days of the discussion the Superintendent or his/her  
84 designated agent shall render his/her decision in writing,  
85 transmitting a copy of same to the grievant(s), the  
86 Association secretary, the Assistant Superintendent, the  
87 Principal, and place a copy of same in a permanent file  
88 in his/her office. The Superintendent's decision shall  
89 include the reason(s) if s/he denies the grievance.

90 If no decision is rendered within five (5) days of  
91 the discussion, or the decision is unsatisfactory to the  
92 grievant(s) and the Association, the grievant(s) may appeal  
93 same to the Board of Education by filing a written  
94 grievance along with the decision of the Superintendent and  
95 all other written decisions, with the officer of the Board  
96 in charge of drawing up the agenda for the Board's meeting,  
97 not less than five (5) days prior to the next regularly  
98 scheduled board meeting.

99 Level Four: Upon proper application as specified in  
100 Level Three, the Board shall allow the teacher and his/her  
101 Association representative an opportunity to be heard at a  
102 meeting for which the grievance was scheduled. Within one  
103 (1) month from the hearing of the grievance the Board shall  
104 render its decision in writing. The Board may hold future  
105 hearings therein or otherwise investigate the grievance,  
106 provided, however, that in no event except with the express  
107 written consent of the Association shall final determination  
108 of the grievance be made by the Board more than one (1)  
109 month after the initial hearing.

110 A copy of the written decision of the Board shall be  
111 forwarded to the Superintendent for permanent filing, the  
112 Principal, the Assistant Superintendent-Vocational/General  
113 Services, the grievant(s), and the secretary of the  
114 Association.

115 Level Five: In the event that the Association is not  
116 satisfied with the decision at Level Four, it may appeal  
117 the decision of the Board of Education to the American  
118 Arbitration Association in accordance with its rules,  
119 which shall likewise govern the arbitration hearing. The  
120 arbitration procedure is limited to the interpretation and  
121 application of the provisions of this Agreement and the  
122 arbitrator shall have no power to alter, add to or subtract  
123 from the terms of this Agreement. Both parties agree to be  
124 bound by the award of the arbitrator and agree that  
125 judgment thereon may be entered in any court of competent  
126 jurisdiction.

127 The fees and expenses of the arbitration shall be  
128 shared equally by the parties.

129 F. Should a teacher fail to institute a grievance within  
130 the time limits specified, the grievance will not be



131 processed. Should a teacher fail to appeal a decision  
132 within the limits specified, or leave the employ of the  
133 Board (except a claim involving a remedy benefiting the  
134 grievant(s) regardless of his employment), all further  
135 proceedings on a previously instituted grievance shall be  
136 barred.

137 G. Neither the LCEA nor the LVTEA shall have the right to  
138 initiate a grievance involving the right of a teacher or  
140 group of teachers of LVTEA without his/her/their express  
141 approval in writing thereon.

142 H. All preparation, filing, presentation, or consideration  
143 of grievances shall be held at times other than when a  
144 teacher or a participating association representative are  
145 to be at their assigned duty stations.

146 I. Where no wage loss has been caused by the action of the  
147 Board complained of, the Board shall be under no obligation  
148 to make monetary adjustments.

ARTICLE XV

MISCELLANEOUS

- 1 A. The Association may deal with ethical problems arising  
2 under the Code of Ethics of the education profession in  
3 accordance with the terms thereon and the Board recognizes  
4 that the Code of Ethics of the education profession is  
5 considered by the Association and its membership to define  
6 acceptable criteria of professional behavior, but this will  
7 not preclude the right of the Board of Education to act  
8 independently if it is deemed necessary.
- 9 B. This Agreement shall supersede any rules, regulations  
10 or practices of the Board which shall be contrary to or  
11 inconsistent with its terms contained in any individual  
12 teacher contracts heretofore in effect. All future  
13 individual teacher contracts shall be made expressly  
14 subject to the terms of this Agreement. The provisions of  
15 this Agreement shall be incorporated into and be considered  
16 part of the established policies of the Board.
- 17 C. Copies of this Agreement shall be provided at the  
18 expense of the Board and presented to all teachers now  
19 employed or hereafter employed by the Board, plus two (2)  
20 extra copies for the Association's use.
- 21 D. If any provision of this Agreement or any application  
22 of the Agreement to any employee or group of employees  
23 shall be found contrary to law, then such provision or  
24 application shall not be deemed valid and subsisting except  
25 to the extent permitted by law, but all other provisions or  
26 applications shall continue in full force and effect.
- 27 E. This Agreement is the complete agreement between the  
28 parties in regard to items covered herein and may be  
29 altered, changed, added to, deleted from or modified only  
30 by mutual written consent of the parties.
- 31 F. All new teaching personnel shall report the Friday  
32 before the opening of school in August for orientation.

ARTICLE XVI

LAY OFF PROCEDURE

1 A. In the event that the Board of Education in its sole  
2 discretion shall determine that a reduction in staff is  
3 necessary, the following provisions shall apply.

4 B. New employees hired into the unit shall be considered  
5 as probationary employees as prescribed by the Tenure Act.  
6 Any teacher who is granted tenure shall have seniority from  
7 the last date of hire as a teacher. Probationary teachers  
8 shall not have seniority. Only continuous service with the  
9 Lenawee Intermediate Vocational-Technical Education program  
10 shall be used in determining seniority. Leaves of absence  
11 granted pursuant to this contract shall not constitute an  
12 interruption in continuous service. Credit given for  
13 outside teaching experience in school districts shall not  
14 be considered for the purpose of accumulating seniority,  
15 but shall serve to reduce the probationary period in  
16 accordance with provisions of the Tenure Act.

17 C. Seniority shall be determined as follows:

18 1. Continuous years of service as a teacher during the  
19 normal two shift operation in the Vo-Tech program  
20 within the past ten years; number of years times  
21 one.

22 2. Teaching experience at Vo-Tech in subject matter  
23 within the past ten years; number of years times  
24 one.

25 3. Non-teaching experience in subject matter; number  
26 of years times .5 (experience granted as per  
27 State Department of Education ruling).

28 Two-thousand (2,000) hours of recent and relevant  
29 work experience prior to teaching at Vo-Tech  
30 constitutes one year work experience. It is  
31 understood that the above ruling is as follows:  
32 (a) for instructors on Annual Authorization, this  
33 experience shall be limited to five (5) years  
34 previous to the first year s/he received Annual  
35 Authorization, and (b) for certified instructors,  
36 this experience shall be limited to the nine (9)  
37 years prior to initial employment with the LISD  
38 in the bargaining unit.

39 Credit under this section shall be limited to a  
40 maximum of five (5) years of non-teaching  
41 experience. Teacher assistants shall be granted  
42 one-half year of non-teaching experience for each

- 43 year worked at the Vo-Tech Center, subject to the  
44 above restrictions.
- 45 4. Seniority for persons on Annual Authorization shall  
46 count only when being compared with the seniority  
47 of other persons on Annual Authorization.
- 48 5. A teacher shall receive credit for one (1) year of  
49 experience for the purpose of determining seniority  
50 if s/he teaches a minimum of one-hundred twenty-five  
51 (125) paid days.
- 52 6. Part-time teachers teaching one-half time or greater  
53 on a daily basis shall accumulate seniority  
54 credit as a full-time teacher. Part-time certified  
55 teachers teaching less than one-half time on a  
56 daily basis shall not accumulate seniority. Part-  
57 time teachers on Annual Authorization teaching  
58 less than one-half time on a daily basis shall  
59 accumulate seniority credit as a full-time teacher  
60 for up to a maximum of two (2) years and no credit  
61 after that point.

62 D. In order to promote an orderly reduction in personnel  
63 whenever layoff is necessary, the following procedure will  
64 be used:

- 65 1. Probationary teachers will be laid off first where  
66 any employee who had acquired any seniority and  
67 whose position has been curtailed is certified to  
68 perform the services of the probationary teacher.
- 69 2. Tenure teachers will be laid off in reverse order  
70 of seniority. If two or more people have regular  
71 vocational certification, or two or more people  
72 have Annual Authorization for a particular  
73 position, the one receiving the highest total  
74 number of points by adding number 1, 2, and 3 of  
75 Section C. above will have the greatest seniority  
76 and, therefore, will get the position. The one  
77 with the lowest number of points will be laid off.
- 78 3. If seniority points are at the maximum (20) with  
79 C.1. and C.2. above, between two people involved in  
80 layoff, the one with the most years of continuous  
81 service in the Vo-Tech program as a teacher will be  
82 deemed to have the most seniority.
- 83 4. Layoffs shall only be effective at the beginning  
of the school year - with thirty (30) calendar-day  
notice.

88 E. Recall: Seniority teachers shall be recalled to  
89 employment in inverse order to layoff for new positions

90 opening as determined by the programs offered by the Board,  
91 for which they are certified. Teachers who were laid off  
92 during a contract year shall be considered as having  
93 completed the contract year for purposes of placement on  
94 the salary scale in the event of recall if employed for  
95 more than 146 days; if employed for 51-145 days, the  
96 teacher shall be credited with one-half (1/2) year  
97 experience; if less than 50 days, no experience credit  
98 will be given.

99 Employees who are notified of recall by certified mail  
100 at the teacher's last address, which the teacher shall  
101 maintain with the central office, and fail to respond  
102 within five (5) days or who fail to report for duty within  
103 fifteen (15) days of recall notice, shall be considered as  
104 resigned.

105 The probationary teacher lay off listing shall be kept  
106 by the Board for a period of two (2) years. Thereafter,  
107 the probationary teacher shall lose his/her right to  
108 recall. Tenure teachers shall retain the right to recall  
109 in accordance with the Michigan Teachers Tenure Act.

110 F. All individual employment contracts executed between  
111 the teacher and the Lenawee Intermediate School District  
112 are subject to the terms and conditions of this Article.  
113 All provisions of a teacher's individual contract of  
114 employment shall terminate upon layoff and the teacher  
115 shall not be entitled to salary payment.

116 G. The Board, by October 1, 1983, shall provide all  
117 employees with a correct seniority list and explanation of  
118 how seniority is determined. Employees shall have fifteen  
119 15) days after receipt of the list to notify the Board and  
120 the Association of any disagreement with the list. Within  
121 fifteen (15) additional days, the Board and the Association  
122 shall meet to agree to confirm or correct the seniority  
123 list. Any dispute between the parties shall be subject to  
124 the grievance procedure. If agreement is reached, the list  
125 shall be signed by both parties and the information on that  
126 list will not be challenged by the Association or its  
127 members.

128 By October 1st of each succeeding year the process  
129 shall be repeated for all new hires not on the previous  
130 list.



ARTICLE XVII

DURATION OF AGREEMENT

1 This Agreement shall be effective as of the 31st day of  
2 August, 1995, and shall continue until twelve o'clock  
3 midnight on the thirty-first day of August, 1996.

4 IN WITNESS WHEREOF, the parties have executed this  
5 Agreement by their duly authorized representatives the day  
6 and year first above written.

Board of Education  
Lenawee Schools Intermediate School District  
Lenawee County, Michigan

By: Y. Donald Bush  
President

William [Signature]  
Secretary

Lenawee Vo-Tech Education Association

By: John [Signature]  
President

Larry F. Williams  
Secretary

LVTEA

SCHEDULE A

- 1     1.   The Board's designated representative will evaluate  
2         past non-teaching occupational and teaching experience  
3         in determining placement on the salary schedule.
- 4         Teachers shall advance to the BA+15 column upon  
5         completion of fifteen (15) relevant semester hours of  
6         college credit. Advancement to the MA-MS column shall  
7         be upon completion of a relevant MA or MS. This  
8         adjustment will only be made at the beginning of the  
9         school year upon receipt of an official transcript from  
10        a college or university.
- 11    2.   The Employee may select one of the following plans  
12         provided by the Board:
- 13         PLAN A: This plan may be chosen by an employee  
14         rather than taking PLAN B or PLAN C.
- 15         1.   MESSA - Super Care I Health Insurance with Blue  
16             Cross/Blue Shield of Michigan as the underwriter.
- 17             a.   The Board will not make any contribution to  
18                 offset the plan's deductible.
- 19         2.   Delta Dental: Class I-100%/80%; Class II-80%;  
20             Class III (Orthodontic Rider) -80% (max. \$1300).
- 21         3.   Life Insurance: \$17,000 with accidental death and  
22             dismemberment.
- 23         4.   Vision Insurance: VSP2
- 24         5.   Long Term Disability: The specifications of the  
25             Long Term Disability Program shall be as follows:  
26             60%; \$5,000 monthly maximum; 90 calendar days --  
27             modified fill; maternity coverage; preexisting  
28             condition waiver; freeze on offsets; alcoholism/  
29             drug same as any other illness; mental/nervous same  
30             as any other illness; cost of living benefit; 3 year  
31             own occupation.
- 32         PLAN B: This plan may be chosen by an employee  
33         rather than taking Plan A or Plan C.
- 34         1.   Delta Dental: Class I-100%/90%; Class II-90%  
35             Class III (Orthodontic Rider) -90% (maximum \$1500).
- 36         2.   Life Insurance: \$37,000 with accidental death and  
37             dismemberment.

- 38           3. Vision Insurance: VSP3
- 39           4. An employee electing PLAN B may apply an amount  
40 not to exceed \$100 per month towards the purchase  
41 of a Tax Sheltered Annuity. The TSA must be  
42 with a Board approved company.
- 43           5. Long Term Disability: The specifications of the  
44 Long Term Disability Program shall be as follows:  
45 60%; \$5,000 monthly maximum; 90 calendar days --  
46 modified fill; maternity coverage; preexisting  
47 condition waiver; freeze on offsets;  
48 alcoholism/drug same as any other illness;  
49 mental/nervous same as any other illness; cost of  
50 living benefit; 3 year own occupation.
- 51 Employees shall not seek dual coverage through the  
52 Board if covered elsewhere or through spouse's  
53 employment. If an employee leaves or is terminated  
54 during the year, his/her insurance coverage will be  
55 terminated in thirty (30) days after leaving.
- 56           PLAN C: This plan may be chosen by an employee rather  
57 than taking PLAN A or PLAN B.
- 58           1. MESSA Term Life Insurance of \$56,500 with  
59 accidental death and dismemberment.
- 60           2. An employee electing PLAN C may apply an amount  
61 not to exceed the MESSA Super Care 2 single premium  
62 rate towards the purchase of a Tax Sheltered  
63 Annuity. The TSA must be with a Board approved  
64 company.
- 65           3. Long Term Disability: The specifications of the  
66 Long Term Disability Program shall be as follows:  
67 60%; \$5,000 monthly maximum; 90 calendar days --  
68 modified fill; maternity coverage; preexisting  
69 condition waiver; freeze on offsets;  
70 alcoholism/drug same as any other illness;  
71 mental/nervous same as any other illness; cost of  
72 living benefit; 3 year own occupation.
- 73           3. Fifteen dollars (\$15) per day will be paid for  
74 accumulated sick leave upon terminal retirement, up  
75 to a maximum of \$2,000.00.
- 76           4. Teachers shall be entitled to mileage reimbursement  
77 when driving their own vehicle in execution of  
78 their teaching duties, being understood that this  
79 does not include driving from home to school. Such  
80 driving and reimbursement shall be approved by the  
81 Board or its authorized agents, and proper

82 verification shall be submitted to the business  
83 office. Reimbursement to be calculated as follows:  
84 Reimbursement for approved school district mileage  
85 shall be the maximum amount allowed by the IRS  
86 which does not have to be reported to the IRS as  
87 part of gross income (as of 5/1/89, that amount is  
88 \$.24 per mile). The reimbursement rate will be  
89 adjusted by the Board within 30 days of  
90 notification of change in the IRS maximum  
91 reimbursement rate.

92 5. The Board will pay for extra duty (before and  
93 after regular hours) co-op assignments as follows:

94 a. All co-op placements shall be approved by  
95 the administration.

96 b. Coordinators will be paid for those students  
97 who have been placed on co-op on or before the  
98 10th of the month.

99 c. Reimbursement for extra duty co-op assignments  
100 will be an amount equal to \$10.00 per student  
101 per month.

LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA  
1995-96 TEACHER SALARY SCHEDULE

STEPS =====	VOC. CERT OR BA/BS =====	BA/BS+15 =====	MA/MS =====
0	\$25,520	\$26,807	\$28,096
1	26,643	27,959	29,221
2	27,842	29,161	30,390
3	29,095	30,415	31,635
4	30,433	31,754	32,932
5	31,833	33,151	34,315
6	33,330	34,642	35,791
7	34,895	36,235	37,365
8	36,536	37,939	39,047
9	38,290	39,760	40,883
10	40,203	41,710	42,845
11	42,344	43,801	44,944
12			47,197
15			47,719
20			48,845
25			50,012



GRIEVANCE REPORT FORM - LVTEA

GRIEVANCE # \_\_\_\_\_ SCHOOL DISTRICT \_\_\_\_\_

Distribution of Copies: (a) Superintendent (b) Assistant Superintendent  
(c) Supervisor or Principal (d) Association  
(e) Teacher

Building	Assignment	Name of Grievant

LEVEL ONE

A. Date Cause of Grievance Occurred | \_\_\_\_\_

B. 1. Statement of Grievance

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Specific Article(s) and Section(s) Violated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature | \_\_\_\_\_

Date | \_\_\_\_\_

C. Disposition by Supervisor or Principal (state reason(s) if grievance is denied)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor or Principal | \_\_\_\_\_

Date | \_\_\_\_\_

<b>D. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Supervisor or Principal is not acceptable</b>			
<b>Signature of Grievant</b>			
<b>Date</b>			
<b>Association Approval</b>		<b>Disapproval</b>	
<b>Signature of Association Rep.</b>			
<b>Date</b>			

<b>LEVEL TWO</b>	
<b>A. Date Received by Assistant Superintendent or Designee</b>	
<b>B. Disposition of Assistant Superintendent or Designee (state reason(s) if grievance is denied)</b>	
<b>Signature of Asst. Superintendent</b>	
<b>Date</b>	
<b>C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Assistant Superintendent is not acceptable)</b>	
<b>Signature of Grievant</b>	
<b>Date</b>	

**LEVEL THREE**

**A. Date Received by Superintendent**

**B. Disposition of Superintendent (state reason(s) if grievance is denied)**

**Signature of Superintendent**

**Date**

**C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Superintendent is not acceptable)**

**Signature of Grievant**

**Date**

**LEVEL FOUR**

**A. Date Received by Board of Education or Designee**

**B. Disposition of Board of Education (state reason(s) if grievance is denied)**

**Signature of Board Rep.**

**Date**

**C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Board of Education is not acceptable)**

**Signature of Grievant**

**Date**

LEVEL FIVE	
A. Date Submitted to State Labor Mediation Board	
B. Disposition of Mediation Board	
<b>Signature of Mediator</b>	
<b>Date</b>	

LEVEL SIX	
A. Date Submitted to Arbitration	
B. Disposition and Award of Arbitrator	
<b>Signature of Arbitrator</b>	
<b>Date</b>	

**LVTEA/LISD**  
**1995-96 School Calendar**  
 180 Student Days; 185 Teacher Days

Table Agreement 4/04/95

**JULY 1995**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**JANUARY 1996**

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

Record Day

**AUGUST 1995**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

In-service Day

**FEBRUARY 1996**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

**SEPTEMBER 1995**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Labor Day

**MARCH 1996**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Winter Break Days

**OCTOBER 1995**

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

In-service Day

**APRIL 1996**

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

Spring Break  
(Apr. 5-Good Friday)  
In-service Day

**NOVEMBER 1995**

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

Thanksgiving Break

**MAY 1996**

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

Memorial Day

**DECEMBER 1995**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Christmas Break

**JUNE 1996**

M	T	W	T	F
				1
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Record Day

Codes:  = Vacation Days     = In-service/Record Days

1/2 day (p.m.) In-services to be held on: Oct. 2, 1995; Nov. 28, 1995; Jan. 31, 1996; Mar. 14, 1996



DEPARTMENT OF EDUCATION

TEACHERS' TENURE

Act 4 of 1937 (Ex. Sess.)

AN ACT relative to continuing tenure of office of certificated teachers in public educational institutions; to provide for probationary periods; to regulate discharges or demotions; to provide for resignations and leaves of absence; to create a state tenure commission and to prescribe the powers and duties thereof; and to prescribe penalties for violation of the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -Am. 1964, Act 2, Eff. Aug. 28, 1964.

The People of the State of Michigan enact:

ARTICLE I.  
DEFINITIONS.

§38.71 Teacher; definition.

Sec. 1. (1) The term "teacher" as used in this act means a certificated individual employed for a full school year by any board of education or controlling board.

(2) An individual who is not certificated but is employed for a full school year pursuant to section 1233b of the school code of 1976, Act No. 451 of the Public Acts of 1976, being section 380.1233 b of the Michigan Compiled Laws, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined in state board rule, is considered to be a teacher for the purpose of serving the probationary period under article II, but such an individual is not considered a teacher for the purpose of continuing tenure under article III until he or she becomes certificated.

(3) An individual employed as a teacher in a public school academy established under part 6a of Act No. 451 of the Public Acts of 1976, being sections 380.501 to 380.510 of the Michigan Compiled Laws, is not considered a teacher during that employment for the purpose of continuing tenure under article III: However, an individual described in section 1(4) of article III is a teacher for the purpose of retaining continuing tenure as described in that section.

(4) Teacher does not include an individual whose teaching certificate has expired or has been suspended or revoked.

§38.72 Certificated; definition.

Sec. 2. The term "certificated" means holding a valid teaching certificate, as defined by the state board of education. For the purpose of this section, an individual is considered to be holding a valid teaching certificate if the individual has on file with his or her employing school district either an appropriate teaching certificate issued by the state board of education or, if the individual's application for a teaching certificate has not been confirmed or rejected by the state board, written evidence from the

individual's teacher education college that he or she meets the requirements described in section 1535 of the school code of 1976, Act No. 451 of the Public Acts of 1976, being section 380.1535 of the Michigan Compiled Laws.

§38.73 Controlling board; definition.

Sec. 3. As used in this act, "controlling board" means all boards having the care, management, or control over public school districts and public educational institutions other than a public school academy established under part 6a of the school code of 1976, Act No. 451 of the Public Acts of 1976, being sections 380.501 to 380.510 of the Michigan Compiled Laws.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1943, 38.73.

§38.74 Demote; definition.

Sec. 4. The word "demote" means to reduce compensation for a particular school year by more than an amount equivalent to 3 days' compensation or to transfer to a position carrying a lower salary.

§38.75 School year; definition.

Sec. 5. The "school year" shall be defined as the legal school year at the time and place where service was rendered.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1943, 38.75.

ARTICLE II.  
PROBATIONARY PERIOD.

§38.81 Teachers' probationary period; authority of controlling board to grant continuing tenure.

Sec. 1.(1) Subject to subsections (2) and (3), a teacher is in a probationary period during his or her first 4 full school years of employment.

(2) A teacher under contract but not on continuing tenure as of the effective date of the amendatory act that added this subsection is in a probationary period during his or her first 2 full school years of employment.

(3) A teacher on continuing tenure as of the effective date of the amendatory act that added this subsection continues to be on continuing tenure even if the teacher has not served for at least 4 full school years of employment.

§38.82 Probationary period; limitation, extension.

Sec. 2 A teacher shall not be required to serve more than 1 probationary period in any 1 school district or institution. However, upon notice to the tenure commission, the controlling board may grant a third year of probation to a teacher described in section 1(2) of this article.

§38.83 Controlling board; statements of performance and notices of dismissal, issuance to probationary teachers.

Sec. 3. At least 60 days before the close of each school year the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least 60 days before the close of the school year that his services will be discontinued.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.83;—Am. 1967, Act 216, Imd. Eff. July 10, 1967.  
§38.83a

Sec. 3a.(1) If a probationary teacher is employed by a school district for at least 1 full school year, the controlling board of the probationary teacher's employing school district shall ensure that the teacher is provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher and that the teacher is provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. This subsection does not prevent a collective bargaining agreement between the controlling board and the teacher's bargaining representative under Act No. 336 of the Public Acts of 1947, being sections 423.201 to 423.216 of the Michigan Compiled Laws, from providing for more performance evaluations or classroom observations in addition to those required under this subsection. Except as specifically stated in this subsection, this section does not require a particular method for conducting a performance evaluation or classroom observation or for providing an individualized development plan.

(2) Failure of a school district to comply with subsection (1) with respect to an individual teacher in a particular school year is conclusive evidence that the teacher's performance for that school year was satisfactory.

§38.84 Probationary period; portions of act inapplicable.

Sec. 4 Articles 4, 5 and 6 shall not apply to any teacher deemed to be in a period of probation.

History: Add. 1963, Act 242, Eff. Sept. 6, 1963.

### ARTICLE III. CONTINUING TENURE.

§38.91 Teacher on continuing tenure; contracts of employment in administrative capacity; salary; extra duty for extra pay.

Sec. 1. (1) After the satisfactory completion of the probationary period, a teacher shall be employed continuously by

the controlling board under which the probationary period has been completed, and shall not be dismissed or demoted except as specified in this act.

(2) If a teacher employed in a program operated by a consortium of school districts was previously on continuing tenure in a school district that participates in the consortium, the teacher shall be considered to be on continuing tenure only in that school district.

(3) If a teacher employed in a program operated by a consortium of school districts was not previously on continuing tenure in a school district that participates in the consortium and satisfactorily completes the probationary period, the teacher shall be considered to be on continuing tenure only in the school district that is the fiscal agent for the consortium. However, if there is a written agreement between the teacher and another participating school district that provides that the teacher will have continuing tenure in that school district, the teacher shall be considered to be on continuing tenure only in that school district and shall not be considered to be on continuing tenure in the school district that is the fiscal agent for the consortium.

(4) If a teacher employed in a public school academy established under part 6a of the school code of 1976, Act No. 451 of the Public Acts of 1976, being sections 380.501 to 380.510 of the Michigan Compiled Laws, is on leave of absence from a school district and was on continuing tenure in the school district at the time he or she began the leave of absence, the teacher retains continuing tenure in that school district during the period he or she is employed in the public school academy.

(5) If a teacher satisfactorily completes the probationary period as an adult education teacher, the teacher shall be considered to be on continuing tenure in the school district only for adult education and shall not by virtue of completing the probationary period as an adult education teacher be considered to be on continuing tenure in the school district for elementary and secondary education.

(6) If a teacher satisfactorily completes the probationary period as an elementary or secondary education teacher, the teacher shall be considered to be on continuing tenure in the school district only for elementary and secondary education and shall not by virtue of completing the probationary period as an elementary or secondary education teacher be considered to be on continuing tenure in the school district for adult education.

(7) If the controlling board provides in a contract of employment of a teacher employed other than as a classroom teacher, including but not limited to, a superintendent, assistant superintendent, principal, department head or director of curriculum, made with the teacher after the completion of the probationary period, that the teacher shall not be considered to be granted continuing tenure in that other capacity by virtue of the contract of employment, then the teacher shall not be granted tenure in that other capacity, but shall be considered to have been granted continuing tenure as an active classroom teacher in the school district. Upon termination of such a contract of employment, if the controlling board does not reemploy the teacher under contract in the capacity covered by the contract, the teacher shall be continuously employed by the controlling board as an active classroom teacher. Failure of a controlling board to reemploy a teacher in any such capacity upon the termination of any such contract of employment described in this subsection shall not be considered to be a demotion under this act. The salary in the position to which the teacher is assigned shall be the same as if the teacher had been continuously employed in the newly

assigned position. Failure of a controlling board to so provide in any such contract of employment of a teacher in a capacity other than a classroom teacher shall be considered to constitute the employment of the teacher on continuing contract in the other capacity and subject to this act.

(3) Continuing tenure does not apply to an annual assignment of extra duty for extra pay.

§38.92 Teacher on continuing tenure; employment by another controlling board.

Sec. 2. If a teacher on continuing tenure is employed by another controlling board, the teacher is not subject to another probationary period of more than 2 years beginning with the date of employment, and may at the option of the controlling board be placed immediately on continuing tenure. A notice provided under section 3 of article 2 shall be given not later than 60 days before the completion of the probationary period. If a teacher on continuing tenure becomes an employee of another controlling board as a result of school district annexation, consolidation or other form of school district reorganization, the teacher shall be placed on continuing tenure within 30 days unless the controlling board, by a 2/3 vote on an individual basis, places the teacher on not more than 2 years' probation. However, if such a teacher is under contract but not on continuing tenure with the employing board as of the effective date of the amendatory act that added this sentence, the teacher is not subject to another probationary period of more than 1 year beginning with the date of employment.

Sec. 3. (1) The controlling board of the school district employing a teacher on continuing tenure shall ensure that the teacher is provided with a performance evaluation at least once every 3 years and, if the teacher has received a less than satisfactory performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least 2 classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. This section does not prevent a collective bargaining agreement between the controlling board and the teacher's bargaining representative under Act No. 336 of the Public Acts of 1947, being sections 423.201 to 423.216 of the Michigan Compiled Laws, from providing for more performance evaluations or classroom observations in addition to those required under this section. Except as specifically stated in this subsection, this section does not require a particular method for conducting a performance evaluation or classroom observation or for providing an individualized development plan.

(2) Failure of a school district to comply with subsection (1) with respect to an individual teacher in a particular 3-year period is conclusive evidence that the teacher's performance for that period was satisfactory.

#### ARTICLE IV. DISCHARGE, DEMOTION OR RETIREMENT.

§38.101 Teacher on continuing tenure; discharge, demotion or retirement; continuation of contracts of teachers over retirement age.

Sec. 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause

and only as provided in this act. This act does not prevent any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the public school employees retirement act of 1979, Act No. 300 of the Public Acts of 1980, being sections 38.1301 to 38.1408 of the Michigan Compiled Laws, or, having established a reasonable retirement age policy, from temporarily continuing on a year-to-year basis on criteria equally applied to all teachers the contract of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

§38.102 Charges against teacher; filing, notice and hearing.

Sec. 2. All charges against a teacher shall be made in writing, signed by the person making the charges, and filed with the secretary, clerk or other designated officer of the controlling board, and a copy of the charges shall be provided to the teacher. The charges shall specify a proposed outcome of either discharge or a specific demotion of the teacher. The controlling board shall decide whether or not to proceed upon the charges, or may modify the charges and decide to proceed upon the charges as modified, not later than 10 days after the charges are filed with the controlling board. A decision to proceed upon the charges shall not be made except by a majority vote of the controlling board and shall be reduced to writing. The controlling board, if it decides to proceed upon the charges, shall furnish the teacher not later than 5 days after deciding to proceed upon the charges with the written decision to proceed upon the charges, a written statement of the charges and a statement of the teacher's rights under this article.

§38.103 Suspension of teacher pending decision; compensation.

Sec. 3. (1) On the filing of charges in accordance with this article, the controlling board may suspend the accused teacher from active performance of duty until 1 of the following occurs:

(a) The teacher fails to contest the decision to proceed upon the charges within the time period specified in section 4 (1) of this article.

(b) A preliminary decision and order discharging or demoting the teacher is issued by the administrative law judge under section 4(5)(i) of this article.

(c) If the preliminary decision and order is to reinstate the teacher, a final decision and order is rendered by the tenure commission under section 4(5)(m) of this article.

(2) If a teacher is suspended as described in subsection (1), the teacher's salary shall continue during the suspension. However, if the teacher is convicted of a felony, the controlling board may discontinue the teacher's salary effective upon the date of the conviction.

(3) If a preliminary decision and order discharging a teacher is issued by the administrative law judge and the tenure commission subsequently reverses the preliminary decision and order of the administrative law judge, the tenure commission may order back pay.

§38.104. Hearing; rules and regulations.

Sec. 4. (1) A teacher on continuing tenure may contest the controlling board's decision to proceed upon the charges against the teacher by filing a claim of appeal with the tenure commission and serving a copy of the claim of appeal on the controlling board not later than 20 days after receipt of the



controlling board's decision. The controlling board shall file its answer with the tenure commission and serve a copy of the answer on the teacher not later than 10 days after service of the claim of appeal. If the teacher does not contest the controlling board's decision in the time and manner specified in this subsection, the discharge or demotion specified in the charges takes effect and the teacher shall be considered to have waived any right to contest the discharge or demotion under this act.

(2) An administrative law judge described in subsection (3) shall furnish to each party without undue delay a notice of hearing fixing the date and place of the hearing. The hearing date shall not be less than 10 days after the date the notice of hearing is furnished and shall not be more than 60 days after service of the controlling board's answer unless the tenure commission grants a delay for good cause shown by the teacher or controlling board.

(3) The hearing shall be conducted by an administrative law judge who is an attorney licensed to practice law in this state and is employed by the department of education. An administrative law judge who conducts hearings under this section shall not advise the tenure commission or otherwise participate in a tenure commission review of an administrative law judge's preliminary decision and order under this section.

(4) Except as otherwise provided in this section, the hearing shall be conducted in accordance with chapter 4 of the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.271 to 24.287 of the Michigan Compiled Laws, and in accordance with rules promulgated by the tenure commission.

(5) The hearing and tenure commission review shall be conducted in accordance with the following:

(a) The hearing shall be public or private at the option of the teacher.

(b) The hearing shall be held at a convenient place in the county in which all or a portion of the school district is located or, if mutually agreed by the parties, at the tenure commission offices in Lansing. The administrative law judge's necessary travel expenses associated with conducting the hearing outside Lansing shall be borne equally by the tenure commission and the controlling board.

(c) Both the teacher and the controlling board may be represented by legal counsel.

(d) Testimony at the hearing shall be on oath or affirmation.

(e) A stenographer shall make a full record of the proceedings of the hearing. The cost of employing the stenographer and of providing the record shall be borne equally by the tenure commission and the controlling board.

(f) The administrative law judge may subpoena witnesses and documentary evidence on his or her own motion, and shall do so at the request of the controlling board or the teacher. If a person refuses to appear and testify in answer to subpoena issued by the administrative law judge, the party on whose behalf the subpoena was issued may file a petition in the circuit court for the county in which the hearing is held for an order requiring compliance. Failure to obey such an order of the court may be punished by the court as contempt.

(g) The hearing shall be concluded not later than 90 days after the teacher's claim of appeal was filed with the tenure commission.

(h) The administrative law judge shall make the necessary orders to ensure that the case is submitted for decision not later than 50 days after the hearing is concluded.

(i) Not later than 60 days after submission of the case for decision, the administrative law judge shall serve a preliminary decision and order in writing upon each party or the party's attorney and the tenure commission. The preliminary decision and order shall grant, deny, or modify the discharge or demotion specified in the charges.

(j) Not later than 20 days after service of the preliminary decision and order, a party may file with the tenure commission a statement of exceptions to the preliminary decision and order or to any part of the record or proceedings, including, but not limited to, rulings on motions or objections, along with a written brief in support of the exceptions. The party shall serve a copy of the statement of exceptions and brief upon each of the other parties within the time limit for filing the exceptions and brief. If there are no exceptions timely filed, the preliminary decision and order becomes the tenure commission's final decision and order.

(k) Not later than 10 days after being served with the other party's exceptions and brief, a party may file a statement of cross-exceptions responding to the other party's exceptions or a statement in support of the preliminary decision and order with the tenure commission, along with a written brief in support of the cross-exceptions or of the preliminary decision and order. The party shall serve a copy of the statement of cross-exceptions or of the statement in support of the preliminary decision and order and a copy of the brief on each of the other parties.

(l) A matter that is not included in a statement of exceptions filed under subdivision (j) or in a statement of cross-exceptions filed under subdivision (k) is considered waived and cannot be heard before the tenure commission or on appeal to the court of appeals.

(m) If exceptions are filed, the tenure commission, after review of the record and the exceptions, may adopt, modify, or reverse the preliminary decision and order. The tenure commission shall not hear any additional evidence and its review shall be limited to consideration of the issues raised in the exceptions based solely on the evidence contained in the record from the hearing. The tenure commission shall issue its final decision and order not later than 60 days after the exceptions are filed.

(n) After giving the party notice and an opportunity to comply, the administrative law judge or the tenure commission may dismiss an appeal or deny a discharge or demotion for a party's lack of progress or for a party's repeated failure to comply with the procedures specified in this section or the tenure commission's rules.

(o) A party aggrieved by a final decision and order of the tenure commission may appeal the decision and order to the court of appeals in accordance with the Michigan court rules within 20 days after the date of the decision and order.

§38.104a. Hearing where witness testifies as alleged victim of sexual, physical, or psychological abuse; definitions; use of dolls or mannequins; support person; notice; ruling on objection

exclusion of persons not necessary to proceeding; section additional to other protections or procedures; hearings to which section applicable; effective date.

Sec. 4a. (1) As used in this section:

(a) "Developmental disability" means an impairment of general intellectual functioning or adaptive behavior which meets the following criteria:

(i) It originated before the person became 18 years of age.

(ii) It has continued since its origination or can be expected to continue indefinitely.

(iii) It constitutes a substantial burden to the impaired person's ability to perform normally in society.

(iv) It is attributable to mental retardation, autism, or any other condition of a person found closely related to mental retardation because it produces a similar impairment or requires treatment and services similar to those required for a person who is mentally retarded.

(b) "Witness" means an alleged victim under subsection (2) who is either of the following:

(i) A person under 15 years of age.

(ii) A person 15 years of age or older with a developmental disability.

(2) This section only applies to a hearing held pursuant to this article where a witness testifies as an alleged victim of sexual, physical, or psychological abuse. "Psychological abuse" means an injury to a child's mental condition or welfare that is not necessarily permanent but results in substantial and protracted, visibly demonstrable manifestations of mental distress.

(3) If pertinent, the witness shall be permitted the use of dolls or mannequins, including, but not limited to, anatomically correct dolls or mannequins, to assist the witness in testifying on direct and cross-examination.

(4) A witness who is called upon to testify shall be permitted to have a support person sit with, accompany, or be in close proximity to the witness during his or her testimony. A notice of intent to use a support person shall name the support person, identify the relationship the support person has with the witness, and shall give notice to all parties to the proceeding that the witness may request that the named support person sit with the witness when the witness is called upon to testify during any stage of the proceeding. The notice of intent to use a named support person shall be served upon all parties to the proceeding. The controlling board shall rule on any objection to the use of a named support person prior to the date at which the witness desires to use the support person.

(5) In a hearing under this section, all persons not necessary to the proceeding shall be excluded during the witness's testimony.

(6) This section is in addition to other protections or procedures afforded to a witness by law or court rule.

(7) This section applies to hearings beginning on or after January 1, 1983.

(8) This section shall take effect January 1, 1983.

History: Add. 1987, Act 47, Eff. Jan. 1, 1988.

§38.105 Necessary reduction in personnel; first vacancy.

Sec. 5. For a period of 3 years after the effective date of the termination of the teacher's services, a teacher on continuing tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which the teacher is certificated and qualified. However, for a teacher on continuing tenure in a school district whose services were terminated before the effective date of the amendatory act that added this sentence, the teacher's right under this section to be appointed to the first vacancy in the school district for which the teacher is certificated and qualified shall continue for a period of 3 years after the effective date of the amendatory act that added this sentence. This section does not prevent a school district from re-employing after the 3-year period specified in this section a teacher described in this section who was previously employed in that school district.

#### ARTICLE V. RESIGNATION AND LEAVE OF ABSENCE.

§38.111 Resignation or leave of absence; notice required.

Sec. 1. No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent, without giving a written notice to said controlling board at least 60 days before September first of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this section shall forfeit his rights to continuing tenure previously acquired under this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1943, 38.111.

§38.112 Leave of absence; physical or mental disability.

Sec. 2. Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed 1 year, 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 any controlling board for a period not to exceed 1 year: Provided further, That any teacher so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence in accordance with the provisions for a hearing in article 4, section 4 of this act: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept 1, 1937;-CL 1943, 38.112.

#### ARTICLE VI. RIGHT TO APPEAL.

§38.121 Appeal to state tenure commission; notice, hearing.

Sec. 1. A teacher who has achieved continuing tenure status may appeal to the tenure commission any decision of a controlling board under this act, other than a decision governed by article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The tenure commission shall provide for a hearing on the appeal. Notice and



conduct of the hearing shall be the same as provided in article IV and in rules promulgated by the tenure commission.

## ARTICLE VII. STATE TENURE COMMISSION.

§38.131 State tenure commission; creation, membership; superintendent as ex-officio secretary; legal advisor.

Sec. 1. There is hereby created a state tenure commission of 5 members: 2 of whom shall be classroom instructors, 1 a member of a board of education of a graded or city school district, 1 a person not a member of a board of education or a teacher, and 1 a superintendent of schools. The superintendent of public instruction shall be ex-officio secretary of the commission, and the attorney general shall assign to the commission an assistant who shall be legal advisor to the commission.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.131; -Am. 1963, Act 242, Eff. Sept. 6, 1963.

§38.132 Tenure commission; members, appointment, terms, vacancies.

Sec. 2. Within 30 days after the effective date of this act, the governor shall appoint the members of the tenure commission for the following terms: One for a term of 3 years, 1 for a term of 2 years and 1 for a term of 1 year. Each term shall begin on the first day of September. Immediately preceding the expiration of their respective terms the governor shall appoint succeeding members of the tenure commission for terms of 5 years. In the event of a vacancy on the tenure commission the governor shall immediately appoint a successor to complete the unexpired term.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.132.

§38.133 Tenure commission; geographical qualifications of members.

Sec. 3. Not more than 1 member of the tenure commission shall be appointed from any 1 school district.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.133.

§38.134 Tenure commission; qualifications of teacher member.

Sec. 4. Any teacher appointed to the tenure commission after September 1, 1938, must be on continuing tenure.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.134.

§38.135 Tenure commission; membership of teacher not to affect tenure.

Sec. 5. Membership on the state tenure commission shall not adversely affect the status of the teacher's tenure with a controlling board.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.135.

§38.136 Tenure commission; times and places of meetings; conducting business at public meeting; notice of meeting.

Sec. 6 (1) The tenure commission shall meet twice a year at stated times in the city of Lansing, and at other times and in other places as determined by the commission.

(2) The business which the commission may perform shall be conducted in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.136; -Am. 1977, Act 252, Lmd. Eff. Dec. 6, 1977.

§38.137 Tenure commission; powers.

Sec. 7. The tenure commission is hereby vested with such powers as are necessary to carry out and enforce the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.137.

§38.138 Tenure commission; compensation and expenses.

Sec. 8. The per diem compensation of the state tenure commission and the schedule for reimbursement of expenses shall be established annually by the legislature.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.138; -Am 1965, Act 8, Lmd. Eff. Apr. 8, 1965; -Am. 1975, Act 56, Lmd. Eff. May 20, 1975.

§38.139 Tenure commission; board of review for cases appealed from decision of controlling board; location of records; availability of certain writings to public.

Sec. 9. (1) The tenure commission shall act as a board of review for all cases appealed from the decision of a controlling board. All records of the tenure commission shall be kept in the office of the superintendent of public instruction.

(2) A writing prepared, owned, used in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

§38.140 Tenure commission; organizational meeting, election of officers, rules and regulations.

Sec. 10. Within 30 days after the effective date of this act, the tenure commission shall hold a meeting in the city of Lansing for the purpose of organization and the election of a chairman and secretary, both of whom shall be members of the commission. The tenure commission shall draw up rules and regulations and shall have the power to amend same and to provide for the conduct of its affairs in such manner as shall be consistent with the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.140. Administrative rules: R 38.131 et seq. of the Michigan Administrative Code.

§38.141 Repealed. 1965, Act 8, Imd. Eff. Apr. 8, 1965.

Compiler's note: The repealed section provided two-year appropriation for expenses of the tenure commission.

ARTICLE VIII.  
DISTRICTS.

§38.1511 Application of act.

Sec. 1. This act shall apply to all school districts of the state.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.151;-AM 1964, Act 2, Eff. Aug. 23, 1964.

ARTICLE IX.  
PENALTY.

§38.161 Violation of act; penalty.

Sec. 1. Failure of any member of a controlling board to comply with any provisions of this act shall be deemed a violation of the law and shall subject said member to the same penalty as prescribed for a violation of the general school law.

ARTICLE X.  
INCONSISTENT ACTS.

Uncompiled section: Section 1 of Art. X of this act was not compiled .

§38.172 Teachers; waiver of rights in contracts prohibited.

Sec. 2. No teacher may waive any rights and privileges under this act in any contract or agreement made with a controlling board. In the event that any section or sections of a contract or agreement entered into between a teacher and a controlling board make continuance of employment of such teacher contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals, provided by this act, such section or sections of a contract or agreement shall be invalid and of no effect in relation to determination of continuance of employment of such teacher.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.172.

Uncompiled section: Section 1 of Art. XI of this act was not compiled.

ARTICLE XII.

§38.191 Effective date.

Sec. 1. This act shall take effect and be in force from and after September first, 1937.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.191.



