

6/30/2001

6538

**AGREEMENT**

between

**BOARD OF EDUCATION**

of the

**LAPEER COMMUNITY SCHOOLS**

and

**LAPEER EDUCATION ASSOCIATION**

**1998-2001**

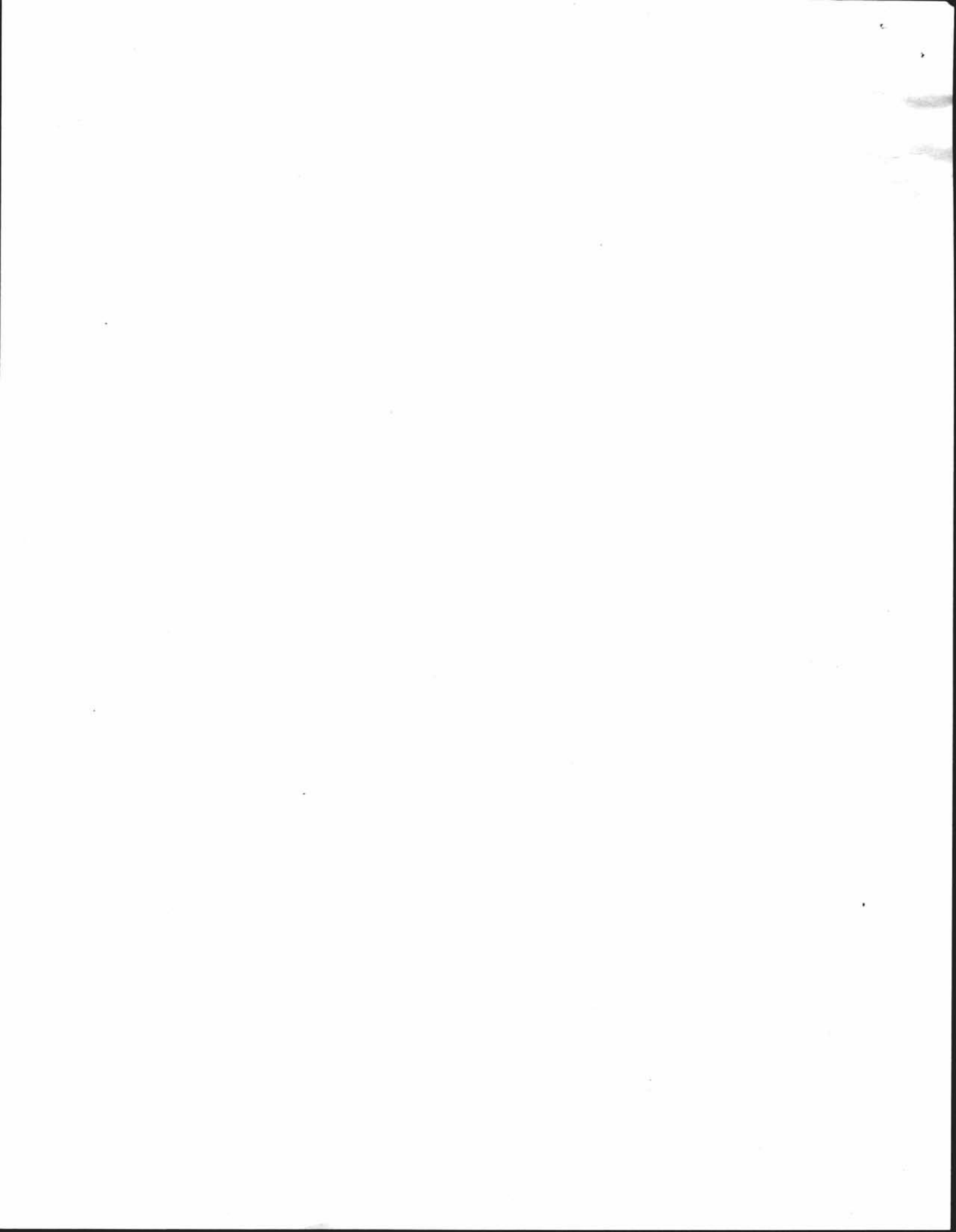
**(as amended April 20, 2000)**

*Lapeer Community Schools*



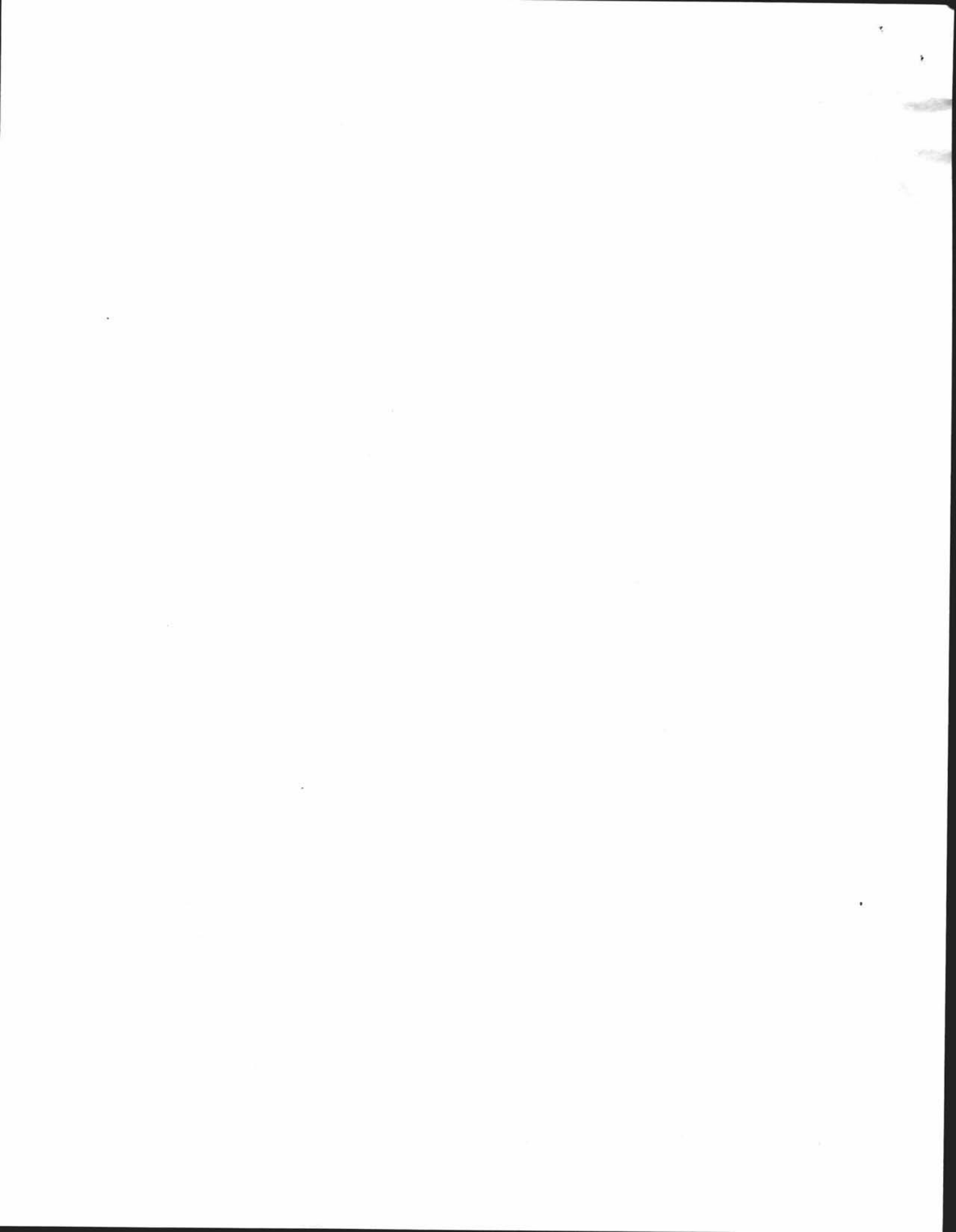
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**AGREEMENT**

This agreement entered into April 20, 2000, by and between the **BOARD OF EDUCATION OF THE LAPEER COMMUNITY SCHOOLS**, Lapeer County, Michigan, hereinafter called the "Board" and the **LAPEER EDUCATION ASSOCIATION**, hereinafter called the "Association".

**WITNESSETH**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of Lapeer is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

It is agreed:

**ARTICLE I**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated, non-supervisory personnel, whether on leave, employed, or to be employed by the Board; also to include therapists, psychologists, social workers, nurses, department heads, and bargaining unit substitute teachers. Such representation shall exclude superintendent, assistant superintendents, personnel directors, business manager, administrative assistants, principals, assistant principals, athletic directors, and all other positions which are supervisory within the meaning of PERA.

The term "teacher", when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The association will represent non-bargaining unit substitute teachers for rate of pay only.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.

C. **Dues Deduction**

1. Each bargaining unit member shall, as a condition of employment, 1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or 2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall be a legally permissible amount determined in a legally permissible manner and shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the

Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

2. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
3. In the event of any legal action against Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
  - c) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article I, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

4. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessment, and contributions in the Association, as established by the Association. Such authorization shall continue in effect from year-to-year, unless revoked according to the procedures outlined in the MEA Constitution, By-Laws, and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct such dues, assessments, and contributions from the regular salary check of the bargaining unit member in equal installments from each pay commencing the second pay in October and concluding with the last in May. Teachers joining the Association after the beginning of the school year and signing and delivering to the Board an agreement authorizing deduction of said membership dues will have dues or representation fees deducted as pro-



rated from each pay commencing with their second (2nd) pay through the last pay in May. Such sums will be remitted within thirty (30) days to the Association.

Any teacher who wishes to pay cash for this fee must pay the full amount to the treasurer of the LEA within thirty (30) days of the commencement of employment.

5. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of such bargaining unit member and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.) MESSA programs not fully employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.
6. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

## **ARTICLE II** **BOARD RIGHTS**

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

The Board reserves the right to make employee accommodations pursuant to Americans with Disabilities Act not withstanding contrary contract language or prior practices of the district.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965. Pursuant to P.A. 112 of 1994, the Board is the sole authority to decide matters that are labeled "prohibited subjects of bargaining" unless otherwise changed by subsequent law.

## **ARTICLE III** **ASSOCIATION RIGHTS**

The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings for Lapeer teachers, provided the use does not conflict with previously scheduled activities. Bulletin boards in the teachers' lounges and the inter-school mail shall be made available for official business of the Association. Should a shortage of materials or

equipment force the Administration to adopt a policy which would restrict their use, the Administration will notify the Association and building principal of this policy and establish a scale for reimbursement for those materials used by the Association.

The Board agrees to furnish to the Association in response to reasonable requests a single copy of available information concerning the financial resources of the district including annual financial reports and audits and Board adopted budgets. Also, on the same basis, the Association may receive a register of certificated personnel including the salaries paid and educational level. In response to specific requests the Association may receive a single copy of Board meeting minutes of open sessions.

#### **ARTICLE IV**

#### **TEACHER RIGHTS AND RESPONSIBILITIES**

- A. The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Lapeer Schools.
- B. Nothing contained herein shall be construed to restrict to any teacher any rights he/she may have under the Michigan General School Laws or Constitution of Michigan and/or of the United States or any applicable state and federal laws and/or regulations.
- C. In order to insure the continued improvement of the education process of the Lapeer Schools, to enable the teachers to fulfill their obligations to the system, and to assure the continued cooperation of the faculty and staff, the Association, teachers, and the Board agree:
  - 1. District Curriculum and School Improvement Council. The District K-12 Curriculum and School Improvement Council shall have membership as stipulated in Council By-Laws and as approved by the Board and Association.

It shall be the duty of the Council to meet-regularly, no less than twice a year, as determined by the amount of business to be conducted and the Council's discretion. The Council's purpose shall include reviewing and/or initiating matters affecting District curriculum practices and school improvement. This would include input in the allocation of funds for these areas, to the degree defined in the Council By-Laws and approved by the Board. The Council shall also act as an advisory body, when appropriate, making recommendations to the superintendent. All decisions of the Council shall be subject to approval of the Board and its designated committee.

- 2. Textbooks. The teachers will continue, in accordance with past practice, to assume initial responsibility for the review and selection of textbooks. Appropriate committees may review all textbooks and through the appropriate administrative official forward to the Board, the department or grade level recommendation as to the text or texts most appropriate for use.
- 3. Building Design and Teaching Equipment. The teachers recognize their obligation to furnish the resource personnel and staff evaluations, recommendations, and educational specifications in order to assist the Board and the administration in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.

4. Discipline Policy. A Discipline Policy Committee will be formed upon the request of the Association or the Board of Education. The committee will be comprised of members appointed by the Board and the Association. By the appropriate means determined by the Board, families will be informed of the district's policies regarding student behavior and discipline procedures.

The foregoing committees, study groups, or faculty councils shall serve as advisory, consultative and fact-finding bodies only, and the Board shall not be required to adopt any of the recommendations submitted. The Board agrees, however, that the Association and the teachers shall have the right to submit recommendations and views on these subjects.

- D. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age (except as defined in tenure act), sex or marital status. The Association also agrees that it will not discriminate against teachers for the above listed reasons.
- E. No teacher shall be disciplined, reprimanded, reduced in compensation, or dismissed without just cause and observation of due process; provided, however:
1. Probationary teachers shall be subject to dismissal for unsatisfactory teaching performance as determined through the evaluation process.
  2. Reduction in compensation shall not include loss of compensation related to the reduction or eliminating of programs.
- F. If a parental or student complaint directed towards a teacher is to be the basis of any action, other than preliminary administrative investigation, it shall be promptly reported in writing to the teacher concerned. If the aforementioned is not complied with then the complaint may not be placed in the file nor used in any subsequent action against the teachers.
- G. No teacher covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.
- H. Review of Personnel Files. Each teacher shall have the right, upon request, to review the total contents of his/her personnel file (excepting confidential university credentials). The review will be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such files.

No material originating after initial employment will be placed in a teacher's file unless the teacher concurrently receives a copy of the material. The administration shall have the teacher initial or sign the original or file copy of evaluative material for the purpose of verifying the teacher's knowledge of the item being placed in the file. Routine non-evaluative communications to the teacher shall include notation that a copy is to be placed in the file. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. Such attachments must be submitted within ten (10) work days of the teacher's notification of the placement of the material in the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. In no event will materials be placed in the teacher's personnel file other

than allowed for by the Bullard-Plawecki Employee Right to Know Act. Upon request a teacher will receive copies of any non-confidential material in his/her file.

**Personnel File Adjustment.** If an employee believes that materials placed in his/her file is not job-related or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged.

**Evaluation Retention.** All formal evaluations shall be retained a minimum of four (4) years for probationary teachers or three (3) years for tenure teachers and shall be removed thereafter upon specific request of the teacher.

**FOIA Requests.** In the event of a Freedom of Information Act (FOIA) request pertaining to a teacher, that teacher will be notified of said request prior to the release of any personnel file material(s) to the extent allowed by law.

All materials related to formal disciplinary action(s) shall be removed after a period of three (3) years unless said material pertains to "Unprofessional Conduct" as defined in MCL 380.1230b.

## **ARTICLE V**

### **CALENDAR OUTLINE**

- A. Except for establishment of the starting day for the school year, the parties agree that the school calendar is a negotiable item. The currently agreed calendars are set forth in Appendix A.
- B. If a holiday falls on Tuesday, school shall not be in session the preceding Monday. If a holiday falls on a Thursday, school shall not be in session the following Friday.
- C. Parent-Teacher conferences shall be scheduled consistently throughout the school district (K-12) unless prior agreement has been reached between the Board and Association. The Board and Association agree that an evening, fall open house of 2 hours duration shall be scheduled for each building at times mutually determined by the parties.
- D. The Board shall exclusively retain the authority to cancel all or part of district operations, or to cancel sessions for students on otherwise scheduled school days whenever the Board or its designated agent determines that inclement weather, emergencies, work stoppages or Acts of God deem it advisable to do so. When all or part of the school sessions for students, but not the entire school operation, is canceled teachers shall not be expected to report to work except for sessions designated by calendar or scheduled as Record Days, In-Service Day, or Parent Conference Days. The entire school operation shall be deemed closed when the Central Administration Offices are closed.
- E. Should the administration in its sole judgment be required, for whatever circumstances, to cancel a previously scheduled day for student instruction and thus fail to provide the State required student days of instruction or the State required minimum hours of annual student instruction, the Board and LEA shall mutually schedule makeup day(s) or hours or provide for such days in the annual calendar. Make up days shall be full days of instruction except in last day of the student semester which shall be one-half day. Such make-up day in these circumstances shall not result in additional pay to the teacher and shall be considered one of the contractual days specified as follows: 189 for 1998-99; 188 days for 1999-2000 and 191 days for 2000-2001. When such a scheduled work day is canceled teachers shall not work even if they have reported. Such

cancellation shall be determined by 45 minutes prior to the senior high teaching staff reporting time, unless circumstances preclude such advance notification.

Teachers shall be required to work their normal hours and fulfill their regular responsibilities on any days when school is in session even though there may be reason to expect that the instructional day shall be disallowed for failing to meet State attendance requirements. Should the administration schedule additional teacher work time and student instructional time to meet the instructional days and/or hours State requirement if a previously conducted work/instructional day and/or hours were disallowed by the State, the teacher shall be paid for the additional time based on his/her per diem rate.

On days that the administration shall delay the start of classes at some or all buildings, for whatever circumstances, teachers shall be expected to work their regular hours.

On days that the administration releases students early because of weather conditions, teachers shall be released as soon as students have left the building.

On days when a single building is closed for particular problems at that building, teachers will be allowed to leave 15 minutes after all students are dismissed.

F. Professional development days shall be scheduled consistent with Section 1527 of the School Code.

Two such days (14 hours) shall be scheduled on a building-by-building basis as determined by the building ESC. These days, each totaling seven (7) hours, may be scheduled for any day other than the 188 days included in the District calendar and/or may be broken down into increments of no smaller than forty-five (45) minutes, each scheduled outside the teachers' regular workday during student instructional days and as may be scheduled by the building ESC at any time during the teachers' regular workday during non-instructional days (i.e. the teacher workday prior to the students' first day of school, records day/exam early release day at the end of first semester, and the last teacher workday of the school year). After-school professional development shall take priority over all other school activities except athletic contests, music department performances, and club competitions which cannot be rescheduled (these shall be considered school business). All other absences shall be handled pursuant to normal leave procedures.

One such day (7 hours) or a total of seven (7) hours shall be scheduled by each teacher in an area demonstrably related to the teacher's classroom teaching assignment. Unless a personal business day is used as referenced below, such professional development shall occur outside the regular teacher workday. To be considered for approval, an activity must be at least one hour in duration. It is agreed that TPEP work shall be considered professional development. The teacher will submit a "Staff Development Agreement" form, to be mutually developed by the Board and Association, to the administration for approval prior to the activity. Upon completion of the professional development activity, a document of attendance must be attached to the form. In the event a teacher does not complete his/her teacher-scheduled professional development time by June 1 of each fiscal year, s/he shall be docked at a rate of one-seventh (1/7) of his/her daily per diem rate for each hour not completed. (For the purpose of computing per diem in this section, the work year shall be considered 191 days). Finally, it is agreed that personal business days may be used for the purpose of attending conferences designed to meet this professional development obligation.

## ARTICLE VI THE SCHOOL DAY

Except for days lengthened for Professional Development/School Improvement activities pursuant to Article V., F., the basic school day for teachers calculated on a weekly basis shall be as follows:

1998-1999	7 hours, 15 minutes
1999-2000	7 hours, 18 minutes
2000-2001	7 hours, 18 minutes

The provision for weekly calculation is expressly for providing a longer block of time beyond the student instructional day for the purposes of teacher planning and school improvement.

The staff and principals of all buildings may develop individual building schedules. To the extent possible, the actual school day schedule will be the same for both senior highs and the same for both junior highs. The Board shall retain the right to determine schedules subject to: first the recommendations developed through an administrative-teaching staff process, and secondly to the mutual determination of the Association and Central Office Administration, and finally the Board will implement its position if no agreement is reached within 30 calendar days of the start of discussion with the Association and Central Office Administrators.

Within the basic work day a 25 minute, duty-free lunch time shall be provided, except in emergency situations, to each teacher.

The starting time of the student instructional day shall be determined by the Board for each building.

Except for the duty-free lunch time, the time within the basic work day that is not specifically scheduled for instructional duties shall be used for preparation, conferences, meetings, and other professional tasks. If an elementary specials class is cancelled which causes a teacher to lose his/her conference/preparation time and, therefore, exceed the direct instructional time indicated below, the District will make every effort to make up such specials class and, thereby, provide for the lost conference/preparation time. At all times during the teacher work day, teachers shall be expected to assist in student supervision. Teachers are to be in the building unless specifically on school business with the principal's approval. The time specifically designated as preparation time for a teacher within the basic work day shall be exclusive of student supervision duties, except in emergencies. Staff members who are temporarily released from instructional duties because of testing programs, field trips, assemblies, or other scheduled situations may be assigned to student supervision. The expectations of staff for student supervision during the work day shall be developed by the principal and building staff in such a manner as to provide the minimum teacher supervisor duties while maintaining an orderly, disciplined atmosphere in the building. To facilitate maintenance of such an atmosphere prior to and following the student instructional day when students are entering and exiting the building, teachers shall generally be in and about their assigned areas available to and/or assisting students.

At the elementary level teachers shall be assigned on a weekly rotational basis to serve as recess supervisor to assist the Building Paraprofessional for any emergencies which arise during recess times when the principal is unavailable. This duty will not normally require direct supervision of recess periods.

Calculated on an annual basis, daily direct instructional time is as follows:

323 minutes for grades E5 - 6 (5 minutes of instructional supervision for grades 1 - 6)

\* 319 minutes for junior high building (\*30 minutes instructional supervision)

\* 316 minutes for senior high building (\*25 minutes instructional supervision)

\* subject to minor fluctuation if passing time is increased or decreased

The ratio of classes to teachers in the specials areas of elementary art, elementary foreign language, elementary music, and elementary physical education shall be approximately 42:1 but no more than 44:1 based on 30 minutes of contact time per class per week.

## **ARTICLE VII**

### **PUPIL-TEACHER RATIOS AND CLASS SCHEDULES**

Adequate staffing is an essential element for effective instructional programs.

The following conditions shall apply for staffing at the various buildings and instructional levels.

#### A. Elementary Buildings:

E/5	District wide pupil-teacher ratio	20 to 1
K	District wide pupil-teacher ratio	25 to 1
1-6	District wide pupil-teacher ratio	26 to 1

#### B. Conditions:

- The Board shall endeavor, whenever possible and reasonable, by student assignments, to maintain pupil enrollments by grade in a building so that split classrooms can be avoided and to have each individual building ratio as close as possible to the district standards.
- Building paraprofessionals, whose duties shall be exclusive of library work but shall include recess supervision, shall be assigned as follows:
 

9	Regular Classrooms	1/2
10-18	Regular Classrooms	1
19+	Regular Classrooms	1 1/2
- The specific assignments of the building paraprofessional shall be determined by the Effective School Committee (ESC).
- The building staff and principal shall mutually make student classroom assignments, and paraprofessional assignments, in such a way as to provide the most effective instruction and to balance teacher responsibilities.
- Classroom-teacher assignments must be made in such a manner as to ensure that the district can qualify for any incentive funds in the State Aid bill based on class size averages.
- When the district Pupil-Regular Classroom Teacher Ratios are exceeded in a building for grades 1-6 collectively or in an individual classroom at E5-K, additional instructional paraprofessionals will be provided no later than the fall official membership count date in September/October as follows:

E-5: If a classroom exceeds the maximum by more than 10 percent, a two hour instructional paraprofessional, exclusive of any other instructional paraprofessional time, will be assigned to the classroom.

K: If a classroom exceeds the maximum by more than 20 percent, a two hour instructional paraprofessional, exclusive of any other instructional paraprofessional time, will be assigned to the classroom.

1-6: If the building 1-6 Pupil-Regular Classroom Teacher ratio exceeds the district wide ratio:

3 hours of instructional paraprofessional time will be provided at 27.1

4 hours of instructional paraprofessional time will be provided at 27.6

5 hours of instructional paraprofessional time will be provided at 28.1

6 hours of instructional paraprofessional time will be provided at 28.6

7 hours of instructional paraprofessional time will be provided at 29.0

29.0 +: Add a teacher

All ratios will be determined to one decimal place using standard rounding off rules. The ESC will determine the most effective use of this additional instructional paraprofessional time.

Note: A building with 9 regular classrooms or less will receive 1/2 of the instructional paraprofessional time in B.6. A building with 19 or more regular classrooms will receive 1/2 more instructional paraprofessional time as specified in B.6.

Instructional paraprofessionals will be maintained, added, or eliminated following the official membership count date in February.

#### 7. Secondary Buildings:

7-8 186 students per school day

9-12 155 students per school day

- C. At the junior and senior high schools, study hall enrollments shall not be included in the overall students per day total and the maximum student ratio shall be reduced by one-sixth or one-fifth accordingly.
- D. The ratio of counselors to students at the junior and senior high schools shall be in accord with North Central Accrediting Agency standards.
- E. The foregoing standards will not be applicable to non-academic classes (e.g. physical education, music, etc.). Teachers engaged in team teaching shall not be assigned more than the above teaching loads on a weekly pupil-hour basis per teacher.
- F. At the secondary level, whenever possible, student schedule changes will be used to satisfy the ratio requirements. When this alternative does not satisfy the requirement teacher assignments may be changed to satisfy the requirement.



- G. When the District has inadequate financial resources, in the sole judgment of the School Board, to satisfy these staffing conditions, the Board shall determine the specific conditions of Article VI and Article VII, pertaining to paraprofessional support, to be suspended. The Board shall retain the sole right to determine the resources available in the various parts of the total District program and the right to determine paraprofessional staffing.
- H. When and if it is determined by the described processes that paraprofessionals cannot be provided for supervising recess, the student instructional day will be reduced by thirty minutes, recess periods will be eliminated, and affected teachers shall spend a maximum of 90 minutes of the basic work day before and after the student instruction day.
- I. The basic teaching schedule for senior high teachers shall consist of five (5) classes and a conference period, or four (4) classes, a conference period and a study hall or other assigned duty. Junior high teachers shall have six (6) classes and a conference period on a seven period day, or have five classes and a conference period on a six period day. One or more of these classes may be a study hall or other assigned duty. No junior high or senior high teacher shall have more than three (3) preparations. If a teacher requests four (4) preparations or more, it will be allowed.

### **ARTICLE VIII** **EVALUATION**

The Association and the Board recognize the right, duty and responsibility of principals and supervisors to make periodic evaluations of the performance of teachers.

- A. Probationary Period. All teachers during their first two years of employment shall be defined to be in a period of probation. Teachers without previous tenure from a Board of Education in the State of Michigan shall be required to serve a third and fourth year of probation. The Administration shall appoint, whenever possible and to the degree tenure teachers are willing, a tenure coach to assist the non-tenure teacher in developing professional competencies and effectiveness.
- B. Objectives. The objectives for the evaluation of teachers are:
1. To provide the best possible teaching staff for the students of the Lapeer Community Schools;
  2. To assure the fair and equitable treatment of all teachers;
  3. To provide recognition of teachers' strengths and weaknesses and to provide assistance to the teachers who seek to improve their effectiveness or who need to correct deficiencies which have been identified.
- C. Evaluators.
1. The appropriate principal, assistant principal or other designee of the superintendent evaluates teachers (full or part-time) assigned to a particular building. Teachers-in-charge will normally evaluate teachers provided however, in the event a teacher-in-charge observes any deficiencies that may result in the discipline or discharge of a teacher, the

teacher-in-charge will immediately contact the superintendent who will designate an administrator as that teacher's evaluator.

2. The appropriate principal and/or other designee of the superintendent are referred to as the "evaluator" throughout this procedure.

- D. Representation. A teacher may have a representative of the Association present at any conference. The teacher is responsible for arranging representation.
- E. Observations. There shall be a meeting within the first month of a new teacher's service, and prior to the evaluation process, in which the evaluation process, the Evaluation Criteria and the Evaluation Report Form are provided to and explained to the teacher. At this time the evaluator will be designated. Tenure teachers shall attend the same or some similar meeting some time prior to the commencement of the evaluation process.

All monitoring and observations of the performance of any teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and surveillance devices shall be strictly prohibited.

Observations form a basis for the evaluation of teaching practices, methods and techniques. The observation process is defined as the diagnostic process of determining weaknesses or strengths in a teacher's performance and of prescribing and providing help for improvement. The observation process has three (3) components. One part shall consist of observation of actual classroom performance. Such observations shall be of not less than one class period or, at the elementary level, the duration of a particular teaching lesson. A written Observation Report (Observation Report Form Appendix B) will be completed following each observation. If significant weaknesses are noted in an observation an Observation Report will be prepared by the evaluator, noting the deficiencies and specific suggestions for improvement. A post-observation conference will be held within ten (10) school days of an observation. Teacher's strengths and weaknesses are to be discussed at the conference. A plan shall be developed to guide and assist the teacher if weaknesses are noted. A copy of the Observation Report shall be given to the teacher including, if needed, suggestions for improvement. A conference may be requested by either party at any time during the Observation Process. Discussion of the weaknesses/deficiencies need not be the sole basis for a conference. The second part of the Observation Process shall consist of the evaluator's judgment regarding, particularly, the teacher's job-related Personal and Professional Characteristics as well as the general fulfillment of all teaching responsibilities and job-related expectations. These judgments shall be a continuous activity, based on day-to-day observation of participation in school activities, community relationships, relationships with staff and students and general performance. When the evaluator observes problems in these areas it will be brought to the attention of the teacher at that time.

The third part may be observations of actual in-classroom performance by an administrator other than the designated evaluator. These observations, should they be needed or requested, shall be channeled through the designated evaluator or building principal. The observation, post-observation conference, and Observation Report will be conducted and written in a manner consistent with the terms and conditions of this Article.

It is understood that no single observation or subsequent conference or written report shall be the sole basis of determining satisfactory or unsatisfactory performance on any criteria included in the Evaluation Report. Classroom Observation Reports, as well as the evaluator's judgment, based

on discussion with the teacher, regarding the teacher's Personal and Professional Characteristics are to lay the foundation for Evaluation Reports. The final judgment of the evaluator on any item is the accumulative analysis of all observations and input as aforementioned.

- F. Evaluations. Non-tenure teachers shall be evaluated at least twice each year. The first Evaluation Report shall be filed with the superintendent's office by January 15th. The second Evaluation Report will be filed no later than April 1st. No Evaluation Report may be completed without there having been at least two (2) classroom observations completed during the period covered by the Evaluation Report. All non-tenure teachers hired after January 1st are to have one Evaluation Report filed with the superintendent's office by June 1st.

An Evaluation Report is defined as the final, written summary of the Observation Process which determine the effectiveness of a teacher's job performance. Evaluation Reports shall be completed on the designated form (Evaluation Form Appendix C). A conference will be held to discuss the completed Evaluation Report and any noted deficiencies, suggestions, and time limits for improvement. The teacher shall be given a copy of his/her Evaluation Report. All Evaluation Reports shall contain, where necessary, clear designation of any inadequacies, suggestions for improvement, the time period in which the deficiencies must be corrected, and the consequences of the failure to correct deficiencies. The Evaluation Report is to be signed by the teacher and the evaluator and placed in the Personnel File. The teacher's signature does not signify concurrence or approval of the Evaluation Report. A teacher may attach a letter of reaction and/or clarification to the report. Each tenure teacher shall have an Evaluation Report completed at least once every three (3) years. Such report will be filed with the superintendent by June 1st.

- G. Non-Renewal of Teachers. If discharge of any teacher is to be considered, such action must be preceded by:
1. A second evaluator completing an evaluation pursuant to Paragraph F. above.
  2. Clear direction that the teacher must improve and the consequences of failure to do so.
  3. Adequate opportunity for the teacher to make improvements.
  4. Assistance from administrators and school district resources to help the teacher improve (such as suggested improvements in teaching techniques and observations of other classrooms and teachers).

- H. Second Evaluator. Should a teacher who has received an unsatisfactory evaluation so request or should the administration so determine, a second evaluator shall be appointed by the Superintendent and shall complete an evaluation in a timely manner. Any probationary teacher requesting a second evaluator shall do so no later than January 31 of any school year. The second evaluation shall be equally regarded with the original evaluation. The appointed second evaluator may be appealed by the Association and another appointment made if the rationale for the appeal is deemed to have merit by the Superintendent.

A second evaluator will not be informed of specific areas of unsatisfactory performance prior to beginning, or during the evaluation process.

## **ARTICLE IX**

### **TEACHER ASSIGNMENTS AND TRANSFERS**

- A. In recognition of the fact that students are entitled to be taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates or their major or minor fields of study, except in accordance with the regulations of the Michigan Department of Education and for good cause.

to determine that the least senior person is displaced, to the degree possible, respecting all other contract requirements. Posted vacancies are subject to reposting in new forms or combinations as staff reassignments are made to accommodate the specific certifications of new teachers hired or teachers transferring into the building.

- d) Elementary level staff, including Special Education staff, shall first be assigned to the position which has the same description as his or her current position. As unassigned positions and unassigned staff then may exist the principal may assign those staff to those vacancies within the building respecting to the degree possible the choices of the teachers, seniority, and the recommendations and instructional plan of the E.S.C. If a resignation occurs creating a vacancy which is not needed for an unassigned staff person in the building, that position must be posted rather than being assigned by an in-building transfer. If additional changes are to be considered district seniority shall prevail and no teacher can be required to change from a position that he or she was awarded from the posting process. If any additional teachers are to be displaced by the process, the least senior will be displaced to the degree possible respecting all other contract provisions.

In positions filled by teachers prior to establishment of looping, two teachers in consecutive grades may voluntarily agree to loop with approval of the building principal. As vacancies become available, these positions may be posted by the District as looping positions. For looping positions, both voluntary and posted positions, the position of record shall become both positions of the loop.

8. After the Building Staffing Process is completed, the Board shall identify the vacancies which exist, including all vacancies created by leaves, resignations, or newly created positions.
9. At the same time as Item Eight is completed, the Administration shall prepare a list of Displaced Staff Guaranteed A Position, considering all the Involuntary Transfers which can be completed, and a separate list of Displaced Staff Not Guaranteed A Position. All staff assigned or guaranteed a position are considered to have reasonable assurance for employment in the following year. Any staff on the Displaced List Not Guaranteed A Position who are not on unpaid leave who have not previously received a layoff notice are to receive such notice within three working days. Such notice at this point shall be considered timely as regards contract provisions.
10. On the third Monday of April, vacancies will be posted and filled the immediately following Thursday in accord with provisions of Section B. Currently assigned staff and Displaced Staff Guaranteed A Position may apply. In the event that the third Monday of April falls during spring recess, the posting process specified herein and in Subsection B., 14., will be advanced or delayed one week at the determination of the Board.

#### B. Postings and Position Requirements

1. When any bargaining unit vacancy occurs as a result of the staffing process or program changes, the Board shall publicize the same by giving written notice of such vacancy, its minimum requirements, and any preferred qualifications. Such notice shall be posted in each school building and the Administration Building. The President of the Association

shall be sent a copy of the notice. During periods when staff are not working, the notice shall be posted in the Administration Building and available on a designated call-in phone line.

Each vacancy or new position which occurs, subject to other provisions of this Article, shall be posted. This includes reposting positions which were filled, but reopened and new subject area combinations at the secondary level which result from new or transferred teachers being added to the bargaining staff.

2. Each bargaining unit position becoming available after the posting day referenced in B., 13., until the day in which the second notice is mailed as referenced below in "a," not including any positions still available immediately following the posting day, will be handled as follows:
  - a. Two notices of said position(s), if any, shall be mailed to all bargaining unit members. The first such notice shall be no later than the first Friday in July and the second such notice shall be no earlier than the third Friday in July.
  - b. Following each mailing as referenced in "a" above, seven calendar days shall be allowed for appropriately certified bargaining unit members to post for said position pursuant to contract provisions specified in Article X., B., and past practice, as applicable. On the Friday following each mailing referenced in "a" above, as needed, from 10:00 a.m. to 3:00 p.m. posting periods of one-hour duration will be conducted pursuant to Article X., B., 13. Positions not filled by bargaining unit members through this posting process shall be filled by a new hire placed on a regular contract or, if mutually agreeable, a term contract. Any new employee placed on a regular contract in this situation shall establish a position of record.
  - c. Any vacancy resulting from a bargaining unit member transferring to a position pursuant to "2., b." above and any position vacancy occurring after the second mailing referenced in "a" above shall be filled by a new hire placed on a term contract or, if mutually agreeable, a regular contract. Regardless of the type of contract effectuated, no position of record shall be established in this situation and such position shall be posted internally prior to the subsequent school year if said position exists.
3. Teaching positions will be posted independently of paid extracurricular positions. All paid extracurricular positions shall be posted independently of teaching positions.
4. Except for certified probationary special education teachers (excluding teachers hired on a full-year or emergency permit), any member of the bargaining unit may apply for a posted vacancy or new position if he/she meets the minimum requirements stated in the posting, or expects to before the final filling of the position. Probationary special education teachers must remain in special education assignments through the duration of their probationary period if such assignments are available. If such an assignment does not exist, the affected special education teacher may be staffed in any position for which he/she is certified. For posting for elementary specials positions (i.e. art, foreign language, music, and physical education) the minimal requirement shall be subject area endorsement (teachers in such positions prior to July 1, 1998, shall be grandfathered and this provision shall be waived). For posting for grades seven or eight the minimal requirement shall be subject area endorsement, an academic major or minor, or previous teaching experience,

including elementary level teaching, in at least one of the subject areas included in the posted position, unless the staff member applying is currently on the Displaced Staff Guaranteed a Position List.

5. The bargaining unit applicant with the greatest seniority shall be awarded the position, provided, however, that the applicant with less seniority or outside applicant may be awarded a position involving the consulting, coordinating, directing of other teachers if he/she possesses qualifications that are superior to applicants with greater seniority. In determining superior qualifications the Board must consider only relevant items which relate to the applicant's ability to fulfill the position's responsibilities, and the Association and Board shall mutually determine relevant qualification areas to be delineated in the posting.
6. In order to provide staff applicants an opportunity to familiarize themselves with the position, to discuss qualifications, and to learn administrative expectations, it may be necessary for applicants to participate in interviews with the building principal or appropriate program director. Outside applicants may be sought and processed subject to the terms of this Article.
7. The Board declares its support of a policy of filling bargaining unit vacancies from within its own teaching staff. Further, the Board is supportive of teachers having the opportunity to be assigned to administrative, supervisory positions. Therefore, any new or vacant administrative positions will be posted for informational purposes and shall not be subject to other provisions of this Article.
8. The Superintendent shall acknowledge receipt of all requests for consideration, and shall inform the staff member as soon as possible as to the disposition of the request. All vacancies require new applications.
9. In assigning staff to positions and in fulfilling all aspects of the staffing process, a teacher's Certification of Record shall be used. The Certification of Record at any point in these provisions and when a position is posted shall prevail in making assignments. If a teacher acquires a new Certification of Record at any time during this process, the teacher shall not be able to apply that new certification retroactively, however, the new Certification of Record will be considered in all subsequent proceedings.
10. Certification of Record shall be defined as 1) a certification of which the administration is knowledgeable and 2) is verified by state certificate or by letter from the certification offices of a Michigan university or college that the teacher has completed all necessary course work for a particular certification and is recommended for certification.
11. Qualification standards beyond those of State certifications will prevail in assigning staff when the district has adopted accreditation agency or state funding standards which are more restrictive. In order to avoid displacing staff the district will apply for individual teacher waivers to the standards to the extent the accrediting agency or State allows.
12. In elementary buildings, where an academic-specialization team teaching program has been endorsed by the E.S.C. and has operated for at least one year, positions may be posted indicating the specific subject area specialization which will be a required part of the assignment.

13. On the Monday, Tuesday, and Wednesday immediately following the posting period referenced in A., 10., posting days shall be held. Said posting days will begin at 5:00 p.m. and continue through 9:00 p.m. with posting periods of one-hour duration. Vacant positions will be filled at the end of each one-hour period in accord with provisions of this section.

C. Provisions For Displaced Staff Guaranteed a Position

1. Starting immediately after the posting day the administration shall make such Involuntary Transfers as may be necessary to place all Displaced Staff Guaranteed A Position for the ensuing school year.
2. Beginning with the most senior, the employees on the Displaced Staff Guaranteed A Position List shall be placed in any vacant position in such a manner that employees are in positions for which they are qualified and certified, and place in a position as many of the Displaced Staff Guaranteed A Position as possible in order to minimize the need to Involuntarily Transfer assigned teachers. When possible and not contrary to the objectives of this item, teachers shall be able to choose among available positions on the basis of seniority.
3. Following the completion of Item Two above, the administration and the LEA's designated person(s) shall determine and mutually agree upon the Involuntary Transfers necessary to complete the placement of all staff on the Displaced Staff Guaranteed A Position List. At all points of the determinations the least senior principle is to apply except as stipulated below in C., 3., (a) and (b) with all certification and qualification standards being observed. The following guidelines shall be followed.
  - (a.) The first involuntary transfers to be effectuated will be of anyone who posted into a new position during the posting period if said transfer is a return to the specific grade at the elementary level or the subject area (e.g. science, math, social studies, etc.; not necessarily same position) at the secondary level and if said transfer would result in a vacancy which can be directly filled from the Displaced Staff Guaranteed A Position List and if said transfer does not conflict with C., 3., (b) below.
  - (b.) Teachers with ten (10) or more years of seniority may be involuntarily transferred no more than two (2) times for a less senior staff member unless there exists no other alternative involving a more senior staff person who has been involuntarily transferred less than two (2) times. Verifiable involuntary transfers having occurred any time before or after effectuation of this contract provision shall apply toward this limit of two (2) involuntary transfers. The Board shall maintain a list of all involuntary transfers having occurred in the District; the Association will review the list and certify to its accuracy. If all affected individuals for a particular involuntary transfer have been transferred two (2) times, the standard herein shall be raised to three (3).

No teacher with twenty-five (25) or more years of seniority will be involuntarily transferred pursuant to this paragraph.

Being assigned from the displaced staff list (pool) does not constitute an involuntary transfer.

All involuntary transfers made pursuant to this paragraph are considered temporary (one year) assignments and any transferred teacher maintains rights to his/her position of record.

4. If during this period, but prior to the first scheduled student attendance day, any new vacancies occur due to new positions, leaves, or resignations the administration shall make reassignments and adjustments in the activities of Items Two and Three above in order to make the final number of Involuntary Transfers as small as possible. If a conflict arises between the principles of least senior and fewest possible transfers, the principle of least senior shall prevail.
5. Any staff assigned in the process of Items Two through Four above to unfilled, posted positions shall be considered to be permanently assigned to those positions when the staffing cycle begins for the next year.
6. At all steps in the process of placing Displaced Staff Guaranteed A Position the following additional provisions shall apply:
  - a) Even where certifications may technically allow, a teacher shall not be assigned a position in grades seven or eight in which he/she does not have an academic major, minor, or previous teaching experience in at least one of the subjects being taught in the assignment. The provisions of Article IX regarding Involuntary Transfers may be invoked to avoid having a teacher assigned to a subject area requiring special academic preparation.
  - b) The Administration reserves the right to place a teacher in any position in order to fulfill an Involuntary Transfer agreed upon under Article IX of the contract. The only limitation shall be that the teacher must have adequate seniority to be guaranteed a position.
  - c) Learning Disabilities positions must be filled as long as staff is available, voluntarily or by Involuntary Transfer, by staff members who can be approved as Teacher Consultants, unless Emergency Rules are in effect which make the class load differences of Consultants and non-Consultants five or less. In Special Education positions requiring multiple certifications, as determined by the Administration, the persons must be able to be approved for consultant status in each area.
7. After completion of all steps for placing Displaced Staff Guaranteed A Position if there are any staff who are discovered to be unplaceable, they shall receive an immediate notice of layoff which shall be considered timely notice under contract provisions, and shall be assigned as a permanent substitute on a 60-day terminating contract basis.

#### D. Recall List and Provisions for Recalling Teachers

1. At any point during the staffing cycle as new positions may be established or as vacancies are created by assigned staff leaving before the start of the ensuing school year, the appropriate number of specific staff will be taken from the Displaced Staff Not



Guaranteed A Position List and placed on the Displaced Staff Guaranteed A Position List. Immediately upon being moved from the one list to the other, the staff member will have reasonable assurance of employment for the ensuing year and shall be so notified. Regardless of the time of this change in status, the teacher must accept the change and is not entitled to exercise an option to go on the Recall List.

2. On the first scheduled day of classes for students the Displaced Staff Not Guaranteed A Position List shall become the Recall List.
3. Teachers on the Recall List shall be recalled to the first position for which they are certified and qualified in descending order of seniority. A teacher who is laid off and accepts a teaching position elsewhere before recall, and is unable to obtain a release, shall be retained on the Recall List in accordance with their seniority for the remainder of the school year in which the recall was made. If a position is still available for the next school year the teacher must return or forfeit all recall rights. If no position is then available the right shall be continued.
4. If a position exists within the district for which a teacher on the Recall List is certified and qualified pursuant to this agreement, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing. The teacher shall report for work within fifteen (15) days of receipt of the notice or on the reporting date indicated, whichever is later. Failure to comply with the above conditions will result in forfeiture of recall rights. If the teacher can qualify for a leave under the existing leave provisions, the recall rights will extend until the leave terminates at which time the person shall be on recall status.
5. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
6. When layoffs are not to be effectuated until September, all teachers subject to layoff for the following school year shall receive full fringe benefits provided herein during the summer months.
7. A laid off teacher shall, upon application, be granted priority status on the District substitute teacher list.
8. At no time shall Involuntary Transfers be effectuated during the school year to recall additional teachers from the Recall List.
9. All teachers on voluntary leaves expiring during the course of the school year and not guaranteed a specific position pursuant to other sections of the contract shall be placed on the Recall List.
10. Any teachers who may have remained on the Recall List throughout the school year will, at the start of the next school year staffing cycle, be placed on the total staff list developed in Section A, Item Two provided, however, that additional lay-off notices shall not be necessary if the teacher is again placed on the Displaced Staff Not Guaranteed A Position List, and no benefits shall accrue as a result of this process.

## E. Special-Contract Provisions

1. Vacancies which occur during the school year as a result of a teacher's departure from employment and not filled from the Recall List, shall be filled by a teacher on a terminating contract if at least forty-five (45) calendar days remain in the school year. Said contract shall provide full rights and benefits exclusive of long term leave, job continuation, and transfer rights from day one and shall terminate at the end of the school year.

Similarly, whenever a temporary full-year position is filled, a term contract is to be effectuated. If mutually agreed by the parties, a regular contract with full rights and benefits of the Master Agreement may be substituted for a term contract in such a situation.

2. Temporary vacancies in which the teacher is expected to return to the same position after no more than sixty (60) school days shall be filled by a substitute teacher.
3. Temporary vacancies which are expected to extend more than sixty (60) school days shall be filled by a teacher on a terminating contract. Said contract shall provide full rights and benefits exclusive of long term leave, job continuation, and transfer rights from day one and shall terminate upon return of the regular teacher or at the end of the school year. Whenever possible, these positions shall be filled by a teacher from the Recall List.

## F. General Provisions Governing Reductions in Staff and Periods of Declining Teaching Positions

1. The administration shall endeavor to advise staff members as early as possible of the possibility of a reduction in teaching staff positions which could result in current year teachers being laid off. By March 1 of each school year the Board shall advise the LEA President of its projections for staffing for the following year. Should there appear to be evidence, in the Board's judgment, that a reduction in staff may be necessary, the LEA and Administration shall mutually agree upon the steps necessary to appropriately and adequately advise staff.
2. Should a possible reduction in teaching positions and the laying off of staff be dependent upon the outcome of a millage election to be held no later than the annual school election, the staffing cycle process shall only be completed through A-5 and the LEA and administration shall mutually adjust contractual calendar timelines to complete the remaining staffing procedures in the time remaining before the start of the next school year after the annual election. If a mutual agreement cannot be reached regarding the adjusting of calendar timelines, the staffing cycle will continue as established in this Article.
3. The Board specifically reserves the right to reduce teaching positions at any time for financial or other reasons not controlled by the district and in such circumstances the decision to effect a reduction in staff shall be solely the Board's decision, provided however that the LEA is allowed the opportunity to present alternative solutions for the Board's consideration. Should such occasion arise, outside the normal staffing cycle, laid off staff shall receive notice at least 30 calendar days prior to its implementation and shall have insurance benefits extended for two months after the month in which the layoff begins. The actual staff laid off shall be the least senior. Necessary Involuntary Transfers, following established guidelines of Section C, shall be made to accomplish that condition.

The Board shall determine the date of such changes taking effect so as to provide the least disruption of the school program. Such teachers laid off shall be placed on the Recall List and subject to the conditions of Section D.

4. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests.
5. When a teacher is laid off the action will automatically terminate the individual employment contract and shall suspend, for the duration of the layoff, any obligation of the Board to pay salary or fringe benefits of the laid off teacher's individual contract or under this Master Agreement, except as otherwise specifically provided.
6. Should a teacher be assigned or offered only a part-time position, except on a voluntary basis, the teacher shall have the right to transfer to the position of the least senior person holding a full-time position for which the more senior teacher is qualified and certified. Teachers in part-time positions other than by choice shall be the least senior, provided that Involuntary Transfers shall not be effected to accomplish this. Any teacher requesting a part-time position in writing and subsequently voluntarily being assigned a part-time position must notify the Administration should he/she wish to retain rights to a full-time position. Such right to full-time position shall not become applicable until the process for staffing for the ensuing school year begins.

#### **ARTICLE XI MEDICAL EXAMINATION**

- A. If the Board requires, by policy, a medical examination, any person who is employed as a teacher in the Lapeer Schools shall be examined by a Board appointed licensed physician who shall file a written report to the superintendent of the teacher's medical condition.
- B. The cost of medical examinations required by the Board will be subject to Board expense.

#### **ARTICLE XII PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS**

When a teacher finds it necessary to be absent from his/her regular teaching assignment because of illness, he/she will call the secretary of the principal or designated person as soon as the need for a substitute is known and no later than one hour prior to the teacher's starting time of the morning needed, except under extenuating circumstances. Teachers shall normally be responsible for providing adequate lesson plans for substitutes.

#### **ARTICLE XIII LEAVE**

The annual contract of every teacher shall become effective on the date he/she begins service in the school district, and at such time, unless otherwise herein provided, he/she will be entitled to the following leave provisions.

The teacher has an individual and collective contractual obligation to report to work on each contracted work day. The leave policies here set forth provide for the reasonable absences from work.

Any absence other than for those provided shall be considered unapproved leave and be subject to appropriate payroll deduction.

A working day shall be considered to include the following paid leave days: bereavement, personal business days, jury duty, compulsory absence, professional leave days, previously earned sick days, sick bank days, Association days, or personal emergency days. Any absence occurring that is not covered by leave time will be deducted at time of absence. If school is canceled and the teacher has requested a leave, leave time will not be deducted providing the substitute has not reported.

At the beginning of every school year, a teacher shall be credited with ten (10) days of sick leave minus any days needed for the Association to assess for Sick Bank. The unused portion shall accumulate as determined in ARTICLE XXIII, Section I. Sick leave days are earned on the basis of one day per eighteen working days. New hires commencing work after the beginning day of school, contracted part-time employees, and teachers working more than the normal school year, in a regular program, shall accumulate sick days on the basis of one day per eighteen (18) working days.

**Sick Leave Bank.** The Board in 1975-76 contributed 145 days after which the Association will furnish days assessed from the (10) days granted to each teacher. The bank shall be administered by the Association to determine those eligible for withdrawal.

**A. Personal Illness or Disability.**

1. A teacher absent from duty because of personal illness or temporary disability which shall include illness in the immediate family shall be paid his/her full salary for the period of such absence, not to exceed the individual's advanced and accumulated sick leave time and granted sick bank days.
2. Immediate family shall include the employee's spouse, children, father, mother, brother, sister or any other person whose relationship is equivalent to that of a household relative. In addition, sick leave credit may be used by the teacher for critical illness or death of his/her grandparents or grandchildren, son-in-law daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.
3. If, at the beginning of any school year, a teacher is ill and unable to resume his/her teaching duties in this school system, and such teacher has accumulated sick leave, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work, provided he/she is not otherwise employed. Such a teacher will not be credited with any additional leave days until he/she has returned to his/her teaching duties. Upon return the teacher will be credited with ten (10) sick days. The teacher may apply three (3) of these days at the end of the school year to reimburse said teacher for days lost while fulfilling eligibility requirements for the sick bank should the LEA Sick Bank require loss of days prior to eligibility.
4. When a teacher has been absent because of personal or immediate family illness or disability for ten (10) consecutive work days, the teacher shall no longer be entitled sick leave benefits until a doctor's statement is provided confirming the illness or disability. Such statement should include, when possible, the approximate date for returning to active employment. Upon receipt of such statement said benefits will be reinstated with no loss of benefits for days in the intervening period. No actual payroll deductions shall be made related to this provision prior to allowing the employee five (5) working days to provide

the doctor's statement. Such doctor's statement shall be accepted without requirement for additional medical verification.

5. A teacher absent because of personal or immediate family illness or disability for thirty (30) consecutive work days may be required, upon reasonable notice and if reasonable doubt exists concerning the illness or disability, to submit additional, acceptable verification.
6. While a teacher is absent, and using personal or Sick Bank sick leave days, his/her status in all contractual benefits, rights, and privileges remain the same as if the teacher was actively working.
7. Any teacher whose personal illness extends beyond the period of compensation provided by accumulated sick leave provisions shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided for in this contract, for such time necessary for complete recovery from such illness. Any teacher on leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided in this contract shall not be entitled to advancement on the salary schedule. Upon return from leave of absence within one (1) year of commencement of said unpaid leave, the Board will return the teacher to the exact position (unless such job has been abolished in a general instruction change). If such leave extends beyond one year, the Board will return the teacher to a comparable position which is available, that is vacant, and for which the teacher is certified.
8. The Board agrees to provide the health insurance benefits provided by this contract through August for any teacher who becomes eligible for L.T.D. benefits while an employee during the current year.
9. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive, from the Board, the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the teacher for the portion of his/her salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the teacher's accumulated sick leave or approved sick bank days.

**B. Bereavement Leave.**

A teacher may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the teacher's immediate family which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister or in-laws of like relationship. These days are not to be deducted from sick leave. An additional two days, if necessary, shall be deducted from sick leave. If reasonable need exists, which cannot be covered by personal illness nor personal business leave, additional days shall be granted to extend this leave by the superintendent, or his designee, and deducted from sick leave. Notification, in some appropriate manner, shall be made at the commencement of the extension. If, due to extraordinary circumstances, notification cannot be made at that time the superintendent, or his designee, may grant the extension.

Two working days per year shall be allowed for the death of a friend or relative not elsewhere covered in this Agreement. The second day is deductible from sick leave.

C. **Personal Business Leave.**

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

All employees covered by this Agreement earn two (2) days off per year, with pay, for the purpose of attending to personal business. Personal Business days can accumulate to four (4) days. Any in excess of four (4) will transfer to accumulated sick leave. A person employed during the second semester shall be granted only one (1) day for that semester. A person employed on a part-time basis shall have the days prorated, based upon his/her percentage of time employed.

The day(s) must be requested by presenting the Personal Leave Day Form (Appendix D) to the building principal. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event the building principal should be contacted by telephone prior to the absence and the request would be put in writing after return.

It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employees or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature. Personal business days may not be used for vacation or hunting.

D. **Jury Duty.**

Any teacher summoned to jury duty shall be paid either an amount equal to the difference between the employee's regular daily rate and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) or his/her salary for each working day of absence providing that jury fees, less mileage, are refunded to the Board. This choice must be made at the onset of jury duty. In order to receive payment under this Section, an employee must give the employer prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days claimed.

E. **Compulsory Absence.**

A teacher served with a subpoena resulting in his/her absence shall be paid his/her full salary providing that the witness fees, less mileage, are refunded by the teacher to the Board. No such leave shall be available if said teacher's absence is due to any dispute involving the teacher and the District.

**F. Professional Leave.**

A teacher may request a conference day for professional improvement. It is understood that this will be granted at the discretion of the Administration. Policies for approval of expenses shall be established by the Board. The number of teachers who may be absent at any one time would be determined by the Administration. If conference days are curtailed or eliminated due to financial limitations, a Personal Business Day without expenses paid and subject to the criteria for approval of Conference Days, can be used for a Conference Day.

**G. Association Leave.**

Fifteen (15) days shall be provided for association leave in the event the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the furtherance of its own professional purposes, or other business leaves pertinent to Association affairs. Said representatives shall be excused providing the frequency does not impair the quality effect of classroom instruction. When these days accumulate to fifteen (15) in any school year, the Association will reimburse the district for the costs of substitutes for the additional days, and providing that said request for leave has been submitted to the superintendent, consistent with past practice, for his approval as soon as possible prior to the leave. Association business shall be defined as determined by the L.E.A. Executive Board.

**H. Personal Emergency.**

One (1) day per year is to be allowed for a personal emergency for circumstances not otherwise provided for in these leave provisions. Such day shall be granted upon request of the teacher and the day will be deducted from accumulated sick leave.

**I. Graduate Leave.**

A teacher shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher, for up to two years of graduate study providing the request is submitted by June 30. The teacher will be allowed up to two year's credit on the salary schedule provided he/she satisfactorily completes his/her graduate study. Upon return from graduate study the Board will return the teacher to an available position for which he/she is certified. During the period of such leave the teacher shall, upon request, submit verification of continuing fulfillment of the purpose for the leave. Should the conditions not be fulfilled the teacher shall be subject to immediate recall to an available position for which the teacher is certified.

**J. Medical Leave.**

A teacher may be granted a Medical Leave without pay or fringe benefits, except as paid by the teacher, for up to one (1) year. Upon return the teacher shall return to the same position or a similar position for which he/she is certified. The teacher must provide with the request, the statement of a physician, acceptable to the Board, which indicates that there is a medical justification for the leave. The teacher will not advance on the salary schedule if the leave extends more than one semester.

The Board may require either a written statement from the teacher's personal physician or a physical examination of such employee by an appropriate specialist. Such examination to be at the Board's expense.

**ARTICLE XV**  
**PROTECTION OF TEACHERS**

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his/her classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that teachers cannot maintain the proper classroom atmosphere when, and if, they are charged with the responsibility of serving as custodians for persistently and/or excessively disruptive students. It shall be the responsibility of the teacher to report immediately to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. If criminal or civil proceedings are brought against a teacher arising out of disciplinary action taken by a teacher against a student, the Board, upon request, will provide initial legal counsel to advise the teacher of his/her rights. The Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend the teacher in such proceedings. If the request is denied, a three member committee consisting of a member of the LEA, a member of the Administration, and a member of the Board will review for a final decision on providing counsel.
- C. Time lost by a teacher in connection with any incident involving assault by a student shall not be charged against the teacher.
- D. The Board will reimburse employees for any loss, damage or destruction of clothing or glasses of the employee while fulfilling professional duties and assignments. Vehicle reimbursement will be provided subject to these conditions: 1) the vehicle must have been parked in a designated teacher parking area; 2) the damage must have occurred during regular school hours; 3) a police report must be filed; 4) the damage must be judged by the police to have been vandalism rather than the result of an accident; 5) if the guilty parties are tentatively identified the teacher must assist in the prosecution or discipline of the parties; 6) the maximum reimbursement shall be one hundred dollars (\$100). The Board and Association agree that there shall be no duplication of benefits and such reimbursement will be determined after the employees personal insurance coverage benefits, if any, are deducted from the amount of the claim. This will not include theft. The Board reserves the right to fully investigate with the cooperation of the teacher, the circumstances surrounding such a claim for the purpose of determining whether students or other individuals may be held liable for any such damage.
- E. Except in life threatening or emergency situations no teacher shall be expected to perform medical or hygiene procedures for students such as, but not limited to, suctioning, catherization, toileting, diapering, or attending to any personal hygiene or medical needs of students. The Board will endeavor to provide ongoing medical and hygiene procedures for students utilizing staff other than classroom teachers. If extenuating circumstances arise in specific situations, the administration may meet with the teacher and an LEA representative to discuss problems and how they will be solved. Any solutions must be mutually agreeable before enacted.



The section is not intended to limit or alter the responsibility of teachers specialized areas such as physical education and athletics.

## **ARTICLE XVI** **GRIEVANCE PROCEDURE**

### A. Definitions

1. A "grievance" is a claim by a teacher, or a group of teachers, of an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement or any rule or regulation of the Board affecting conditions of employment of a teacher or group of teachers.
2. Days - shall be defined as school days. During summer vacation, days shall be defined as those days that the Central Administration Office is normally open for business.

### B. Purpose

1. The purpose of the Grievance Procedure is to secure at the lowest possible administrative level, proper solutions to a grievance. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

### C. Procedure

1. The aggrieved teacher, or a designated teacher from a group having the same cause of complaint, may himself, or at the request of the aggrieved, in the company of, or represented by, the appropriate Association Representative who, in any case, shall have the right to attend the meeting, shall present the matter in writing to the principal of the particular school or his/her designated representative within ten (10) school days of the alleged violation or discovery thereof and shall attempt adjustment of the dispute. The principal shall have three (3) school days in which to give a written answer to the complaint at this step.
2. If the grievance is not satisfactorily settled in the foregoing manner, the Association shall have the right, within five (5) school days after the expiration of the three (3) school days allowed for the principal's written answer at Step 1, to submit the grievance in writing to the Superintendent. The Step 2 hearing will be held within five (5) school days of the submission of the written grievance. The Superintendent shall have ten (10) school days to transmit his/her decision and reasons therefore in writing to the Association.
3. If the decision of the Superintendent is not satisfactory to the Association and if the grievance involves an alleged violation, misinterpretation, or misapplication of a specific Article and Section of the Agreement the Association may submit the grievance to Arbitration by written notice delivered to the Superintendent within ten (10) school days after receipt of the Board's answer in Paragraph 2. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. The parties shall attempt, within five (5) school days after receipt of the notice

of submission, to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association no later than twenty (20) calendar days after receipt of the notice of submission to arbitration unless both parties agree, in writing, to extend the time limitation. The parties will be bound by the rules and procedures of the American Arbitration Association.

4. Powers of the Arbitrator. It shall be the function of the Arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement.
  - a) He/she shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, nor shall he/she make any decisions which require the commission of an act prohibited by law or requires the Board to reinstate or reemploy any probationary teacher whose services were discontinued for unsatisfactory teaching performance, as determined through the evaluation process.
  - b) The termination of services or failure to reemploy any probationary teacher for unsatisfactory teaching performance, as determined through the evaluation process is subject to the grievance procedure to the second step (Superintendent level).
5. At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Board and the Association having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the Board and Association a reasonable opportunity to furnish briefs.
6. The fees and expenses of the Arbitrator and the fees and expenses of the Arbitration, including the expense of a transcript, if requested or required by the Arbitrator, shall be shared equally by the Board and the Association. The expenses of, and the compensation of, each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.
7. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board, and judgment thereon may be entered in any court of competent jurisdiction.
8. If any tenure teacher or probationary teacher, except for a probationary teacher dismissed for unsatisfactory teaching performance as determined through the evaluation process, for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement to all professional compensation lost and shall be entitled to all provisions of the Agreement retroactive.
9. If the time limits described and defined in this procedure are not observed by the Association, the grievance will be considered to be abandoned. If the time limits described

and defined in this particular Grievance Procedure are not observed by the Board, the Association may process the grievance to the next step.

10. Any grievance arising under this Agreement and properly processed under the procedure herein provided shall be considered a live grievance until finally disposed of under the terms of this Contract, regardless of whether the term of this Agreement has expired during the interim.
11. If the grievance arises from action or inaction at a level above the principal, the teacher or group of teachers may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall begin at Step 2.
12. All grievance meetings will be held after school hours unless the time is mutually agreed between the Association and Board.
13. For the purpose of assisting a teacher in the prosecution or defense of any contractual, administrative, or legal proceedings, including, but not limited to, grievances, and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceedings. Teachers would be allowed to request an official of the Association to be present when reviewing personnel files. The Board shall be held harmless by the Association from any and all claims, demands, suits and other forms of liability by reasons of actions taken by the employee for the purpose of compliance with this section as a result of information divulged by the Association against the wishes of the employee.
14. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the Personnel File of any of the participants.
15. Grievances pertaining to assignment and/or recall of teachers will be limited to Step 2 (Superintendent's level) and shall not proceed to arbitration if the Association, within ten (10) days of receiving written notice of the assignment and/or recall, had not raised a related objection or concern. Such limitation is reflective of mutual responsibility of the Board and Association for reviewing staffing decisions and ensuring that all staffing matters are handled in accord with contract provisions.

## **ARTICLE XVII**

### **PROFESSIONAL RESPONSIBILITIES**

The Association recognizes that strikes, as defined by Section 1 of the Michigan Public Act #336 of 1947 as amended, by teachers are contrary to law and public policy. The Association agrees it will not direct, authorize, instigate, encourage, condone, support or participate in any strike by any teacher or group of teachers and that in the event any such strike should occur, it will exert every effort reasonable within its power to terminate the same forthwith.

**ARTICLE XVIII**  
**EFFECTIVE SCHOOL COMMITTEE**

An Effective School Committee (ESC) shall be established at each building to work on matters relating to school improvement. The number of teachers involved on the Effective School Committee (ESC) and the duration of their term shall be determined independently by the teaching staff at each building, with a minimum number of three (3) teachers and three (3) years being the maximum term. Once the number of teachers on the committee and the length of terms have been determined, teachers in the building will elect their representatives to serve on the ESC. This election will be conducted by the LEA building representative prior to June 1. An additional election may be held at the beginning of the following school year, if indicated by need or interest. All participation on the ESC will be voluntary. It is recognized that this process in no way limits participation on the ESC to exclude other parties with interest in school improvement.

In order to explain and facilitate the function and operation of ESCs, in-service may be planned by the District Curriculum and School Improvement Council and will be conducted on a need basis to be mutually determined by the Board and the LEA.

In reaching decisions, the ESC will use the concept of consensus. It is recognized that consensus is not defined as "rule of the majority." If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would continue on both sides of the issue until consensus is reached. Consensus on an issue does not imply that total approval has been reached or granted, but rather that all involved in making the decision can accept what is proposed. If it is agreed, after extended discussion, that the ESC cannot achieve consensus for a decision, then the ESC may involve the District Curriculum and School Improvement Council, or other mutually agreeable parties, to work in an advisory capacity with the ESC to aid in reaching consensus.

Leadership of the ESC will be determined yearly by consensus of the ESC. It is recommended that the leadership consist of a principal and teacher acting as chairs. It will be the function of the ESC chairperson(s), working with members of the ESC, to develop an agenda for the ESC meetings. It is agreed and understood that ESC meetings are open to all teachers when such meetings do not conflict with regular teaching assignments, and that the ESC will regularly communicate with the entire teaching staff.

Yearly, each ESC shall have placed in its budget an amount equal to twice the per diem substitute teacher rate for each teacher on the committee, up to maximums as follows:

Twelve (12) Days	Secondary Buildings
Ten (10) Days	Elementary Buildings with 22 or more Certified Staff
Eight (8) Days	Elementary Buildings with less than 22 Certified Staff

Additional funds may be provided to ESCs if so approved by the Board. The ESC budget may be used to pay stipends for work outside of the contractual school day, to pay substitutes needed to cover for ESC members during the regular instructional day, to purchase materials to be used to accomplish the school improvement plan or other purposes deemed worthy by the ESC. Stipends for work outside of the contractual school day, if any, will be paid at a rate agreed upon by the individual ESC, up to an amount equal to the per diem substitute rate, rather than any rate established elsewhere in the agreement.

If any proposed element(s) of a school improvement plan conflicts with the terms of the Master Agreement or with Board policy, the ESC must request a review by the appropriate group(s) concerning

the area(s) of conflict. Deviations or waivers of the Master Agreement must be approved by the Board and Association. Requests for deviations or waivers of Board policy will be reviewed by the District Curriculum and School Improvement Council, with recommendations, if any, sent to the Superintendent for presentation to the Board for consideration. Failure to consent to a requested deviation or waiver will not be cause for a grievance or unfair labor practice by either party.

### **ARTICLE XIX** **LENGTH OF SERVICE LISTS**

- A. On October 1st and February 1st of each year, the Board of Education will provide the Association with a list of teachers, indicating their length of service to the school system. The Association will review the list and certify it as to accuracy. Throughout the year the Chairperson of the Membership Committee of the Association shall be notified of all changes in the status of bargaining unit members when or as they occur.
- B. Seniority shall be defined as total time of unbroken service to the system in a bargaining unit position. Such service shall be calculated from the first day of work. In the event it is necessary to break a tie in the length of service list, the date of issuance of the individual teacher's initial contract will serve as the tie breaker, with the first hired teacher having the greatest seniority. In the event ties still exist, a lottery, mutually agreed upon by the Board and the Association will serve as the tie breaker.
- C. Persons on approved leaves of absence and persons on layoff shall not be considered as having a break in the employment relationship.
- D. For seniority and salary schedule placement purposes, teachers serving forty-five (45) or more working days or one (1) marking period during a semester will be given credit for one semester.
- E. Bargaining unit personnel working less than full-time will receive salary schedule and seniority credit as follows:
1. Teachers working half-time or less will receive one semester credit for each year worked.
  2. Teachers working more than half-time will receive full credit for each semester worked.
- F. Any bargaining unit member who becomes an administrator in the district will have his/her seniority frozen at that time. Should said administrator return to the bargaining unit he/she will be placed on the seniority list commensurate with his/her frozen seniority credit.

### **ARTICLE XX** **DURATION OF AGREEMENT**

This agreement shall be in effect from the date of ratification until June 30, 2001. Sixty (60) days prior to June 30, 2001, the parties to this agreement agree to reopen negotiations. Notice from either party will suffice for the purposes of reopening the contract. The specific terms of this agreement as they may be different from the 1996-98 Agreement shall take effect upon ratification.

- G. Substitute teachers must have a valid Michigan teaching certificate and/or permit on file in the Human Resources Office.
- H. Substitute teachers may voluntarily attend the annual teacher in-service.
- I. **ASSIGNMENT**
- 1) Substitutes will, to the extent possible, be assigned work consistent with their stated preference on record with the District. The Board retains the right to assign, and the employee retains the right to accept or reject, assignments outside his/her area of preference.
  - 2) Bargaining unit substitute teachers shall be placed on a priority calling list and, after complying with C. above, substitute teachers on the priority calling list will be called, to the extent possible, prior to those who have not attained priority status. Full day substitute assignments will be equalized, to the extent possible, for all substitutes on the priority calling list. A substitute teacher shall be taken off the priority calling list after he/she has worked 149 days during a school year and only will be offered work at the sole discretion of the Board.
  - 3) Employment of substitute teachers shall be at the sole discretion of the Board. All bargaining unit substitute teachers with active applications shall be considered for any vacant positions for which they are certified. Such consideration minimally will include review of each teacher's application file. Bargaining unit substitute teachers having taught 150 days or more during a school year shall be interviewed for any vacant position for which they are certified if said vacancy occurs during the year in which the substitute teacher worked at least 150 days or if said vacancy occurs the next succeeding school year. Substitute teachers shall have no greater rights to a regular teaching assignment than may be required by Section 1236 of the School Code.
  - 4) The district will make every effort to contact substitutes for an assignment as early as possible, and substitutes will make every reasonable effort to arrive on schedule for their assignments.
  - 5) Bargaining unit substitute teachers reserve the right to decline an assignment which has been modified from that which was accepted when contacted. There will be no penalty or compensation for declining a modified assignment. If the administration made an error in calling the substitute when a position was not available and there is no alternate assignment available, the substitute will receive one-half day pay consistent with past practice.
- J. Instructional time shall be the same as those of the regular teacher(s) being replaced. Hours worked less than or more than a full day shall be compensated as referenced in the Substitute Teacher Salary Schedule.
- K. Compensation for substitute teachers shall be in accordance with the Substitute Teacher Salary Schedule.

## L. DISCIPLINE AND/OR TERMINATION OF EMPLOYMENT

It is recognized that a bargaining unit substitute teacher may be terminated from employment or otherwise disciplined in the event that the employee's work is not satisfactory. Work may be considered to be not satisfactory for reasons such as, but not limited to, the following:

- 1) Violation of employee work rules or other expectations included in the "Substitute Handbook";
- 2) Unsatisfactory teaching performance;
- 3) Chronic unavailability;
- 4) Maintenance of unsatisfactory rapport with staff, students, or parents;
- 5) Failure to follow and/or enforce reasonable rules and/or directives;
- 6) Exercise of unsatisfactory professional judgment;
- 7) Violation of professional ethics;
- 8) Moral misconduct;
- 9) Lack of initiative;
- 10) Failure to arrive at work on time;
- 11) Undue difficulty with establishing proper discipline.

## M. APPLICATION/INCORPORATION BY REFERENCE

Only the following provisions of this Master Agreement shall apply to bargaining unit substitute teachers.

- 1) Article II - Board Rights
- 2) Article III - Association Rights
- 3) Article IV - Teacher Rights and Responsibilities - A through D, F and G
- 4) Article XI - Physical Examination
- 5) Article XV - Protection of Teachers: A, D, and E. It is mutually agreed and understood that substitute teachers who have been appropriately trained may be expected to perform medical and hygiene procedures for students if the related assignment was made consistent with Section I, Paragraph 1 above.
- 6) Article XVI - Grievance Procedure: The scope of a grievance, as referenced in Article XVI, A. 1, shall be limited to Article XXII and other articles Incorporated by reference in Article XXII, Section M. The scope and sequence of the grievance procedure shall be consistent with that of a probationary teacher.
- 7) Article XVII - Professional Responsibilities
- 8) Article XX - Duration of Agreement
- 9) Article XXI - Miscellaneous Provisions: A, C, D, and E.
- 10) Article XXII - Substitute Teachers

## SUBSTITUTE TEACHER SALARY SCHEDULE

Substitutes will be paid by the schedule below. No other benefits are provided. The administration and LEA Executive Board will review the substitute pay rate annually to determine competitiveness to surrounding districts.

Single Day Rate      40% of B.A. zero base ( All rates rounded off to the nearest penny divisible by 6 )

Substitutes in a single position on an extended basis:

Day 1 - 15	40% of B.A. zero base
Day 16 - 30	50% of B.A. zero base
Day 31 - 60	60% of B.A. zero base
Day 61+	B.A. 0 daily rate

Substitutes working less than a full day shall be paid on the hourly rate computed as one-sixth of the daily rate. Also, substitutes working more than the regular instructional time shall be paid on the same hourly basis.

On day 61 the rate of pay established for day 61+ will be paid retroactively for the 60 preceding work days and will be continued for the remainder of the consecutive time in that position.

Consistent with past practice, if substitute teachers are in a teaching assignment which requires traveling the substitute teacher shall receive the same mileage reimbursement a full contract teacher would receive after the substitute teacher fills out and turns in the normal mileage forms.

### ARTICLE XXIII FRINGE BENEFITS

It is the responsibility of each teacher to apply for the following insurance coverages. No teacher shall be eligible for insurance coverage until enrolled in the policy. No teacher will actually be covered by any insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said coverage for any period when the employee is not covered by the carrier due to a failure on the employee's part to make timely application.

It is the responsibility of the Board to insure that each teacher receives all forms necessary to apply for said insurance coverage at the time of initial employment for new hires or employees returning from leaves, or upon a teacher's request during open enrollment periods.

Changes in family status shall be reported by the employee to the Human Resources office. The employee shall be responsible for any overpayment of premiums made by the district on his/her behalf after the 30 day grace period.

**A. Long Term Disability Insurance - Will include the following provisions:**

66 2/3% of salary after ninety (90) calendar days qualifying period

\$4,000 monthly maximum

24 hour coverage, immediate employee eligibility

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days.

Mental, nervous, drug and alcohol:

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.



The Board shall pay the health care premium for any employee for a maximum of 24 months following the 90-day qualifying period for LTD.

- B. Life Insurance** - For all full-time teachers, the Board agrees to provide \$50,000 group term life insurance that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. If the teacher becomes totally disabled, from any cause, the life insurance will be continued at school district expense only for the period of time she/he is receiving long term disability benefits pursuant to the District's long term disability insurance policy. Part-time teachers will receive prorated life insurance.

**C. Medical Insurance**

1. The Board will provide the teacher MESSA SuperCare I or, at the teacher's election, the benefit provided by the Medical Insurance Waiver Plan attached as Appendix F according to the terms of the Plan. For 1998-99, the medical insurance shall include an annual deductible of \$50 per individual or \$100 per family and a \$2.00 prescription co-pay. For 1999-2001, the medical insurance shall include an annual deductible of \$100 per individual or \$200 per family and a \$5.00 prescription co-pay.

The monthly medical insurance waiver plan payment for 2000-2001 shall be \$190.00.

2. The Board and Association understand and agree that health insurance is an important benefit for employees. The parties also understand and agree that rising health care costs can dramatically affect the total cost of contract settlements. Therefore, it is agreed that for each year of this Master Agreement, unless mutually agreed to the contrary, a study committee comprised of equal numbers of Association appointed members and Board appointed members shall be appointed to study health insurance coverage for the purposes of becoming knowledgeable about various health insurance options for consideration in future contract bargaining.
3. Teachers covered by another health care plan are not eligible for health insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance the employee will receive the district health care benefit.
4. The Board will carry employees retiring, or eligible to retire, for a period of two (2) months after the date of their resignation.
5. The health care benefit shall be available to all part-time regular employees. If the employee chooses, the Board shall pay a pro-rated portion of the premium cost and the employee shall pay the difference.
6. Each year the months of June (if possible) and September will be open enrollment periods for teachers to select their health insurance plan.
7. Recognizing the increasing cost of medical insurance, it is mutually agreed that both parties will consider cost containment measures for medical insurance if said measures do not prove to reduce coverage for, are not unreasonably inconvenient for, nor add financial burden to the employees. Said measures will become effective upon agreement between the Board and the Association.

**D. Dental Insurance**

1. The Board will provide members of the bargaining unit, and their eligible dependents, dental insurance in accordance with the exact specifications of MESSA Delta Dental Plan E-007 with a benefit level of 80% Class I, 80% Class II, 80% to \$1200 Class III. The Board may self-fund the difference between the formerly offered 80% to \$800 Class III and present 80% to \$1200 Class III.
2. If the teacher is eligible for other group dental care through a spouse, either within or outside the bargaining unit, a plan exactly in accord with the specifications of MESSA Delta Dental Plan C-03 (50-50-50) will be provided. Benefits will be coordinated up to 100% of the dental charge. If the plan of the teacher's spouse is less than the Delta Dental Plan C-03, or if the spouse's plan will not coordinate benefits, the teacher may choose either the 80-80-80 group or the 50-50-50 group.
3. All part-time teachers teaching one-half time or more will be provided dental insurance for themselves and their eligible dependents. All such teachers will be placed in the 50-50-50 group.

**E. Vision Insurance**

1. The Board will provide, without cost to the teacher, MESSA Vision Care Plan VSP3 for all teachers and their eligible dependents.
2. The Board will provide, without cost to the teacher, MESSA Vision Care Plan VSP1 for all part-time teachers (and their eligible dependents) working one-half time or more.

**F. Retirement Allowance** - The Board agrees to provide \$300 upon retirement to teachers who have taught for the district ten (10) years. In addition, the Board agrees to provide \$30 per year for district teaching above the ten (10) year level upon retirement.

**G. Longevity Allowance** - The payments designated below shall be made annually to teachers whose continuous service as a teacher in the district has reached the designated number of years by the last day of the school year. Time on unpaid leave shall not constitute a break in service, but shall not be counted for the purpose of this payment. The teacher must have been employed through the final day of the school year; no proration of this benefit will be made. Payment is made at the conclusion of the school year.

15 school years	2.20% of B.A. step 10
20 school years	2.55% of B.A. step 10
25 school years	2.90% of B.A. step 10
30 school years	3.25% of B.A. step 10

**H. Unused Sick Days**

1. This section becomes effective when a teacher has at least 60 accumulated sick days.
2. Sick days shall be credited for each school year as determined in Article XIII.

3.
  - a. At the end of each school year the Board shall pay for each accumulated sickday over 60 at the rate of \$25.00 or the amount in paragraph b. below, whichever is greater.
  - b. For each one tenth (.1) day reduction in average sick day usage per teacher thirty cents (.30) will be added to the flat rate listed in paragraph a. above. The reduction in average sick day usage per teacher will be determined by subtracting the current year average sick day usage per teacher from the average sick day usage per teacher for the previous four years.
4. Upon termination a teacher shall receive, for all accumulated sick days the same flat rate as in paragraph 3. above.
5. When a teacher first qualifies for pay under this section he/she will have an opportunity (one-time) to accumulate his/her sick days to 185 days. Any teacher who chooses to retain his/her accumulated sick days to 185 days, for whatever reason, shall notify the Board and Association, in writing, of his/her decision and shall irrevocably give up any rights to benefits from this section unless approved by the Board and Association.
6. Any teacher returning to a position in the Lapeer Community Schools from Long Term Disability, who utilized all of his/her accumulated sick days to qualify for LTD, shall have the number of days accumulated at the commencement of the LTD waiting period available to him/her, at the teacher's option. Any days used in excess of days normally earned and credited shall be considered borrowed from the School District and shall be repaid on a basis mutually agreed between the Board and the Association. If the teacher leaves the district before any borrowed days have been repaid, the repayment for any such days shall be deducted from the teacher's final pay at the rate in effect at the time the days were borrowed.

#### **I. Early Notification of Termination Payment**

The Board agrees to provide \$500 to any teacher who by April 1 of each school year submits to the Board his/her written notice of retirement or resignation effective at the conclusion of that school year. This payment shall be prorated for part-time teachers.

### **ARTICLE XXIV SALARY SCHEDULE**

- A. The salary schedule shall be effective for the respective school year. The salaries contained therein shall be full compensation for the services performed by the teacher for the respective school year as covered by this Agreement. Teachers may elect on the Teacher Personnel Information Form to have their annual salary computed on a 21 pay or 26 pay basis. Whichever method is chosen, each teacher shall receive 21 pay checks with the first issued on the first regular District payroll date following the beginning of the teacher's school year. For those teachers electing a 26 pay computation the 21<sup>st</sup> check shall be for the balance of the annual salary. Teachers shall not have their pay balanced to date except in those cases where the teacher's employment has been terminated or where the teacher has been placed on unpaid leave status.

## TEACHERS' SALARY SCHEDULE

<u>EXP.</u>	<u>1998-1999</u>				
	<u>B.A.</u>	<u>B.A. + 18</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
0.0	\$29,939	\$31,481	\$33,102	\$34,982	\$36,969
1.0	\$31,481	\$33,102	\$34,982	\$36,969	\$39,069
2.0	\$33,102	\$34,806	\$36,969	\$39,069	\$41,289
3.0	\$34,806	\$36,600	\$39,069	\$41,289	\$43,634
4.0	\$36,600	\$38,485	\$41,289	\$43,634	\$46,112
5.0	\$38,485	\$40,466	\$43,634	\$46,112	\$48,731
6.0	\$40,466	\$42,550	\$46,112	\$48,731	\$51,499
7.0	\$42,550	\$44,741	\$48,731	\$51,499	\$54,424
8.0	\$44,741	\$47,045	\$51,499	\$54,424	\$57,516
9.0	\$47,045	\$49,469	\$54,424	\$57,516	\$60,782
10.0	\$49,469	\$52,016	\$57,516	\$60,782	\$64,235

<u>EXP.</u>	<u>1999-2000</u>				
	<u>B.A.</u>	<u>B.A. + 18</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
0.0	\$30,538	\$32,111	\$33,764	\$35,682	\$37,708
1.0	\$32,111	\$33,764	\$35,682	\$37,708	\$39,850
2.0	\$33,764	\$35,502	\$37,708	\$39,850	\$42,115
3.0	\$35,502	\$37,332	\$39,850	\$42,115	\$44,507
4.0	\$37,332	\$39,255	\$42,115	\$44,507	\$47,034
5.0	\$39,255	\$41,275	\$44,507	\$47,034	\$49,706
6.0	\$41,275	\$43,401	\$47,034	\$49,706	\$52,529
7.0	\$43,401	\$45,636	\$49,706	\$52,529	\$55,512
8.0	\$45,636	\$47,986	\$52,529	\$55,512	\$58,666
9.0	\$47,986	\$50,458	\$55,512	\$58,666	\$61,998
10.0	\$50,458	\$53,056	\$58,666	\$61,998	\$65,520

<u>EXP.</u>	<u>2000-2001</u>				
	<u>B.A.</u>	<u>B.A. + 18</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
0.0	\$31,149	\$32,753	\$34,439	\$36,396	\$38,462
1.0	\$32,753	\$34,439	\$36,396	\$38,462	\$40,647
2.0	\$34,439	\$36,212	\$38,462	\$40,647	\$42,957
3.0	\$36,212	\$38,079	\$40,647	\$42,957	\$45,397
4.0	\$38,079	\$40,040	\$42,957	\$45,397	\$47,975
5.0	\$40,040	\$42,100	\$45,397	\$47,975	\$50,700
6.0	\$42,100	\$44,269	\$47,975	\$50,700	\$53,580
7.0	\$44,269	\$46,549	\$50,700	\$53,580	\$56,622
8.0	\$46,549	\$48,946	\$53,580	\$56,622	\$59,839
9.0	\$48,946	\$51,467	\$56,622	\$59,839	\$63,238
10.0	\$51,467	\$54,117	\$59,839	\$63,238	\$66,830

Should the 2000-2001 medical insurance premium rates (rounded to the nearest whole percentage point) not be 20% greater than the 1999-2000 rates, compensation will be increased above the 1999-2000 salary schedule as follows:

<u>% Premium Rate Increase</u>	<u>% Salary Schedule Change in Compensation Paid</u>
10	+3.0
11	+ 2.9
12	+ 2.8
13	+ 2.7
14	+ 2.6
15	+ 2.5
16	+ 2.4
17	+ 2.3
18	+ 2.2
19	+ 2.1
20	+ 2.0
21	+ 1.9
22	+ 1.8
23	+ 1.7
24	+ 1.6
25	+ 1.5
26	+ 1.4
27	+ 1.3
28	+ 1.2
29	+ 1.1
30	+ 1.0

A premium increase of less than 10% would be considered to be 10%, and an increase of more than 30% would be considered to be 30% for purposes of calculating the 2000-2001 salary change. It is understood and agreed that said change shall be only for 2000-2001 compensation paid and shall not alter the 2000-2001 salary schedule as specified in Article XXIV of the 1998-2001 Master Agreement.

- B. For teachers to qualify for BA+18, MA, MA+15, or MA+30/Ed.Specialist the following conditions must be met:
1. For BA+18, the teacher must present verification, from a state college or university, empowered to recommend Continuing and/or Professional Education Certification, that the teacher has completed 18 semester hours of graduate level work in the education field, an academic area related to the subject(s) for which the teacher is certified, or as part of a planned program leading to additional teaching/administrative certificate endorsement(s); all of which shall be applicable to being granted a Michigan Continuing Certificate under the rules in effect in 1979. The teacher need not have met the experience requirements for the certificate.
  2. For MA, the teacher must present a Master's degree program from an institution accredited by the National Council for Accreditation of Teacher Education (NCATE) to the District Professional Preparation Review (DPPR) Committee. The DPPR Committee shall consider said program for approval with such consideration to include the following:
    - a. Relationship and benefit to the teacher's current assignment, and to teaching in subject areas, other than the teacher's current assignment, that the teacher is certified to teach;

- b. Relationship to receipt of additional teacher certificate endorsement(s) or an administrator endorsement.

The DPPR Committee may require the teacher to submit written information in support of his/her proposed program and/or may require the teacher to personally discuss the proposed program with the committee.

Master's programs in education, educational administration, and curriculum from NCATE accredited institutions will be accepted by the DPPR Committee.

It is recommended that a proposed Master's program be presented to the DPPR Committee prior to enrollment in the program.

The DPPR Committee shall be comprised of one representative appointed by the Board and one representative appointed by the Association. The Committee shall meet at least once each semester or more frequently as the Committee may determine necessary.

Decisions of the DPPR Committee shall be by majority vote and shall be considered final and binding. Such decisions may not be contested by the Board or Association and shall not be cause for a grievance or unfair labor practice charge by either party. Should the vote be split 1-1, the parties shall mutually select an impartial third party to make the decision. Such decision shall not be contested by the Board or Association and shall not be cause for a grievance or unfair labor practice charge by either party.

3. For MA+15 or for teachers hired prior to September 1, 1988 to obtain MA+30, the teacher must complete fifteen (15) or thirty (30) semester hours, respectively, of graduate level work in, or transferable to, an NCATE accredited institution after the completion of the Master's Degree. The work must be part of a planned program leading to additional certificate endorsement(s), or in public school administration, or in the field of education in an area demonstrably related to subject(s) for which the teacher is certified to teach, or in an academic area demonstrably related to subject(s) for which the teacher is certified to teach. (For credits earned from September 1, 1988, through August 31, 1992, Article XXIV, Section B, Paragraph 3. of the 1991-92 Master Agreement shall prevail).

At the discretion of the Board and as a rare exception to the aforementioned NCATE standard, credit may be given for graduate courses not transferable to an NCATE accredited institution if said courses are deemed beneficial to the teaching of the curriculum in Lapeer Schools and if course requirements are deemed equivalent to requirements of graduate courses of NCATE accredited institutions. Approval to take a graduate course not transferable to an NCATE accredited institution must be received prior to enrollment and completion of the course.

4. All teachers hired after September 1, 1988, must receive either a second MA degree, an Ed.S., an Ed.D., or a Ph.D. to move to the MA + 30 schedule. A second master's program is subject to the application and approval process specified in "B., 2." above.

Teachers qualifying for new placements on the salary schedule must provide the proper verification to the Human Resources Office by September 1st and February 1st of each year. Such adjustment shall be awarded semi-annually. No teacher shall have their placement on the salary schedule as it was during the 1978-79 school year reduced as the

result of the agreements in this paragraph which may differ from the respective agreements in prior contracts.

C. Additional Provisions of the Salary Schedule:

1. All tenure teachers coming into the Lapeer School System should consider themselves on probation for the first two years.
2. A teacher absent for any purpose other than those listed in the Leave Policy shall be deducted the amount the teacher earns per day on the contractual salary.
3. Military Service - Up to two (2) years credit on the salary schedule may be allowed for military service if military service occurs after receiving a teaching certificate.
4. Teachers shall be provided their annual salary based on their approved experience as completed by the beginning of the current school year. Half steps for experience will be provided.

**ARTICLE XXV**  
**OTHER COMPENSATION**

A. Extra-Instructional Schedule

The following teaching positions shall entail specific extra duties determined by past practice and shall receive additional compensation as indicated based on the step on the B.A. schedule that reflects the teacher's years of experience in the position.

Senior High Band Instructor	5%
Junior High Band Instructor	3.5%
Senior High Choir Instructor	2%

B. Advisor/Sponsor Schedule

The following extra-curricular advisor/sponsor assignments shall receive compensation as indicated. These positions shall be filled by staff members whenever qualified staff persons are interested. The administration expressly reserves the right to eliminate any or all extra-curricular activities at any time. Annually staff shall be notified of available positions and be allowed five days to indicate an interest to the appropriate administrator. When more than one person may be interested, length of service and qualifications, determined by the Superintendent, shall be considered. The positions may be filled by non-staff persons. Should additional positions be considered for the status of compensated extra-curricular positions, the responsibilities shall be determined by the Superintendent and compensation shall be mutually determined between the LEA Executive Council and Board.

"Available Position" shall be defined as follows:

1. any position from which an advisor/sponsor has resigned;
2. any position from which an advisor/sponsor has been terminated due to unsatisfactory performance;
3. any position staffed by a non-bargaining unit member which the administration determines to make available.

Senior High Yearbook	\$1200 (when not a class)
Senior High Drama	\$3000 (2 productions/year)
Senior High Quiz Bowl	\$1000
Senior High Student Council	\$ 500
Senior Class	\$ 500
Junior Class	\$ 500
Sophomore Class	\$ 500
Junior High Yearbook	\$ 500
Junior High Drama	\$ 300/prod. (max. 2/year)
Junior High Student Council	\$ 300
Junior High Newspaper	\$ 300
Junior High Quiz Bowl	\$ 300
National Honor Society	\$ 300
Senior High Chess	\$ 300
Freshman Class	\$ 300
Senior High S.A.D.D.	\$ 200
Eighth Grade	\$ 200
Seventh Grade	\$ 200
Junior High Chess	\$ 200
Varsity Support Cheer Sponsor (2 seasons)	\$2000
Junior Varsity Support Cheer Sponsor (2 seasons)	\$1800
Freshman Support Cheer Sponsor (2 seasons)	\$1500
8th Grade Support Cheer Sponsor (2 seasons)	\$ 700
7th Grade Support Cheer Sponsor (2 seasons)	\$ 700

The teacher(s) entitled to the payment may donate the payment to a school activity fund designated by the teacher.

- C. Consistent with past practice and contract provisions (Article XXV, Section D, 2, e), teacher/coaches shall be responsible for assisting, except in positions otherwise covered in this Agreement, at extracurricular activities as necessary to maintain the extracurricular program consistent with the program as it has been part of the school district's total curriculum in past years. Extracurricular duties shall be filled by bargaining unit members on a voluntary basis. Available positions shall be publicized to the teaching staff. Five work days shall be provided for bargaining unit members to indicate interest in such positions. If such interest is expressed, such positions shall be posted. It is understood that non-bargaining unit members may be utilized to fill such positions. The rate of pay, or other compensation, if any, shall be established by the Board.

"Available Position" shall be defined as follows:

1. any position from which a coach has resigned;
2. any position from which a coach has been terminated due to unsatisfactory performance;
3. any position staffed by a non-bargaining unit member which the administration determines to make available;

It is expressly understood that, beginning in 1997-98, retiring bargaining unit members may remain in coaching position(s) held prior to retirement with said position(s) not being considered available unless the position becomes available as referenced in 1., 2., or 3. above.

- D. Coaching Schedule    % of Base Pay



1. Coaching Assignment	10%
Varsity Football	10%
Varsity Boys' Basketball	10%
Varsity Girls' Basketball	10%
Varsity Wrestling	10%
Varsity Boys' Track	9%
Varsity Girls' Track	9%
Varsity Volleyball	9%
Ice Hockey	8%
Varsity Boys' Soccer	8%
Varsity Girls' Soccer	8%
Junior High Boys' Basketball - 7th & 8th Grade	8%
Junior High Girls' Basketball - 7th & 8th Grade	8%
Junior High Volleyball - 7th & 8th Grade	8%
Assistant Wrestling	8%
Assistant Football	8%
Varsity Baseball	8%
Varsity Softball	8%
Faculty Manager	8%
Assistant Boys' Track	7%
Assistant Girls' Track	7%
Assistant Boys' Basketball	7%
Assistant Girls' Basketball	7%
Junior High Football	7%
Junior High Track - 7th & 8th Grade	7%
Assistant Baseball	6%
Assistant Softball	6%
Assistant Volleyball	6%
High School Competitive Cheerleading	6%
Boys' Tennis	6%
Girls' Tennis	6%
Assistant Boys' Soccer	6%
Golf	6%
Cross Country	6%
Swim	6%
7th Grade Boys' Basketball	5%
8th Grade Boys' Basketball	5%
7th Grade Girls' Basketball	5%
8th Grade Girls' Basketball	5%
7th Grade Volleyball	5%
8th Grade Volleyball	5%
Junior High Boys' Track	5%
Junior High Girls' Track	5%
Junior High Wrestling	5%

- G. The following guidelines will be followed with respect to summer pay for bargaining unit members. The district reserves the right to contract services with non-bargaining unit members at rates and conditions to be determined by the district.
1. Employees who have their school year extended to fulfill the responsibilities of their position shall be paid their per diem rate, (e.g. counselors.)
  2. Employees who work during vacation periods or summer months on curriculum related activities, as determined by the Board, shall be paid \$15.00 per hour. Conditions and terms of employment shall be determined by the Board prior to the assignment being filled.
  3. Employees who elect to participate in school district summer inservice/workshops in lieu of training that would take place during the school year shall be paid the per diem substitute rate. Notification of compensation will be given in advance of participation in the inservice/workshop.
- H. Bargaining unit members whom the Board may determine to use as independent study facilitators shall be compensated at \$15.00 per hour. Such use must be by mutual agreement of the employee and the Board with conditions and terms of employment, including estimated total number of hours of compensation per semester for independent study facilitation, being agreed to by the employee and the Board prior to the employee serving as an independent study facilitator.
- I. In the event that the Board determines to utilize an Association member as a mentor for a probationary teacher, said bargaining unit member shall receive an annual stipend paid at the end of the school year at the following rate:
- |                                  |       |
|----------------------------------|-------|
| First Year Probationary Teacher  | \$500 |
| Second Year Probationary Teacher | \$500 |
| Third Year Probationary Teacher  | \$250 |
- J. Teachers involved in IDEA-related meetings that extend beyond the regular workday shall be eligible for compensatory time off to be scheduled at mutually agreeable non-instructional times determined by the principal and the teacher.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their authorized representatives as of April 20, 2000.

Board of Education  
Lapeer Community Schools

Lapeer Education Association  
of the Lapeer Community Schools

Approved \_\_\_\_\_

Ratified \_\_\_\_\_

by \_\_\_\_\_  
Arthur R. Sieting, President

by \_\_\_\_\_  
Brad Walker, President

and \_\_\_\_\_  
Peggy Bush, Secretary

and \_\_\_\_\_  
DuAnne Cook, Vice-President

3. Specific job choices within the program will be dependent on continuous seniority in driver education. The position held will be considered permanent.
  4. Regular instructors who are members of the bargaining unit shall have their Leave Rights extended to the Driver Education Program. Up to one (1) day per six (6) or nine (9) week session will be allowed for Personal Business and/or Bereavement. These days shall not accumulate.
  5. Whether the entire program is for nine (9) weeks or some other length, the instructor may take a leave, without benefits, for the entire program, without a break in service.
  6. Should the program be nine (9) weeks, the instructor may apply for one three (3) week unpaid leave within the nine (9) week session. No instructor shall be granted such leave more than once every three (3) years.
  7. No more than three (3) instructors shall be granted a three (3) week leave during any summer. Where more than three (3) instructors have applied or there is a conflict in the period requested, the leaves will be granted on the basis of seniority in the program.
  8. Instructor(s) hired to fill in for a regular instructor on leave, or an instructor hired for nine (9) weeks to fill in for three (3) instructors on leave, or non-bargaining unit instructor, shall accumulate no seniority in the program and shall acquire no right to a permanent position.
  9. Continuing driver education instructors on leave for one (1) session of three (3) weeks will not receive seniority credit for the time on unpaid leave. The leave will not constitute a break in service for seniority purposes. Continuing driver education instructors on leave during the current school year will be assigned a driver education position the following year consistent with their seniority status as driver education instructors.
  10. Driver education instructors who have completed one (1) summer session as a regular instructor will be dismissed only for Just Cause.
  11. All new or vacant positions shall be posted as permanent positions.
  12. The calendar for Driver Education shall be established by the Administration. Changes in calendar after once established by the Administration, shall be by mutual consent.
  13. The Driver Education Program shall be independent of the regular school program and independent of the individuals regular school year contract. Should no Driver Education Program be offered in any particular year, the regular instructors shall be entitled to no benefits for that year, but shall retain their status in the program offered in future years.
  14. Should a Driver Education Program be offered during the school year the positions shall be first offered to the regular program instructors. Compensation will be for time actually worked only.
- F. Job descriptions shall be completed by all members of the bargaining unit in compensated positions other than normal classroom assignment. These job descriptions are to be submitted for approval of the personnel director and the immediate supervisor of that position.

**APPENDIX A**  
**LAPEER COMMUNITY SCHOOLS**  
**2000-2001**

First Day for Teachers	August 21, 2000
First Day for Students	August 22, 2000
Labor Day Holiday	September 1 - 4, 2000
In-Service Day (no school for students)	October 9, 2000
Parent/Teacher Conferences (Elementary)	November 6 and 8, 2000, p.m.
Parent/Teacher conferences (Secondary)	November 9 and 13, 2000, p.m.
NO SCHOOL	November 10, 2000
Thanksgiving - No School	November 23 and 24, 2000
Winter Recess	December 20, 2000 - January 2, 2001
School Resumes	January 3, 2001
First Semester Ends	January 19, 2001
<sup>a</sup> Records Day	
President's Day	February 19, 2001
Spring Recess	April 13 - 22, 2001
School Resumes	April 23, 2001
Memorial Day	May 28, 2001
<sup>b</sup> Last Day for Students	June 7, 2001
<sup>b</sup> Last Day for Teachers	June 8, 2001

	<u>Teacher Days</u>	<u>Student Days</u>
August	9	8
September	19	19
October	22	21
November	20	19
December	13	13
January	13	<sup>a</sup> 12/13
	96	<sup>a</sup> 92/93
January	8	8
February	19	19
March	22	22
April	15	15
May	22	22
June	6	5
	92	91
<b>Total</b>	<b>188</b>	<sup>a</sup> <b>183/184</b>

- a. Records Day is for elementary and junior high buildings only. Grades 8-12 will have one more day of student instruction than grades E5 - 7 as the result of having no records day January 19. Instead of said records day, high school students will be released approximately two hours early January 17, 18, and 19, 2001 for semester exams.
- b. In the event of inclement weather or other reasons necessitating the cancellation of scheduled school days, the school year may need to be extended to provide the State-required number of student days of instruction or the State-required minimum hours of annual student instruction.

**APPENDIX B**  
**PERSONAL BUSINESS DAY APPLICATION INFORMATION**

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day request form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

It is the District's intent that personal business days are appropriate and typical of the following obligations, although these are *not all inclusive*: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature.

**It is the responsibility of the employee to contact the Substitute Systems Secretary (667-2460) prior to any absence due to personal business (even if a substitute is not needed).**



APPENDIX C

Date Filed \_\_\_\_\_

GRIEVANCE REPORT FORM

Building

Assignment

Grievant's Name

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

B. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE:**

- 1) If additional space is needed in B., or C., attach additional sheets.
- 2) Submit to Principal in Duplicate.
- 3) All provisions of Article XVI Will be strictly observed in settlement of grievances.

## APPENDIX D

**LAPEER COMMUNITY SCHOOLS  
MEDICAL INSURANCE WAIVER PLAN**

Article I	Preamble
	1.01 Establishment of Plan
	1.02
Article II	Definitions
	2.01 Code
	2.02 Effective Date
	2.03 Employee
	2.04 Employer
	2.05 Participant
	2.06 Plan Year
Article III	Eligibility
Article IV	Amount of Benefits
	4.01 Medical Insurance Waiver Allowance
Article V	Eligibility for Benefits
	5.01 Election Provisions
	5.02 Termination of Benefits
Article VI	Plan Administration
	6.01 Allocation of Authority
	6.02 Provision for Third-Party Plan Service Providers
Article VII	Amendment or Termination of Plan
	7.01 Permanency
Article VIII	General Provisions
	8.01 No Employment Rights Conferred
	8.02 Payments to Beneficiary
	8.03 Nonalienation of Benefits
	8.04 Mental or Physical Incompetency
	8.05 Inability to Locate Payee
	8.06 Requirement of Proper Forms
	8.07 Source of Payments
	8.08 Tax Effects
	8.09 Multiple Functions
	8.10 Gender and Number
	8.11 Headings
	8.12 Applicable Laws
	8.13 Severability



**LAPEER COMMUNITY SCHOOLS**  
**MEDICAL INSURANCE WAIVER PLAN**

**ARTICLE I**  
**PREAMBLE**

This instrument made and published by the Lapeer Community Schools (hereinafter called "Employer") creates the Medical Insurance Waiver Plan as follows:

- 1.01 **Establishment of Plan.** The Employer named above hereby establishes a Medical Insurance Waiver Plan as of the effective date specified in Section 2.02 below.
- 1.02 **Purpose of Plan.** This Plan has been established to pay to the eligible and electing employees of the Employer the applicable amounts provided in Exhibit A in lieu of coverage under the medical insurance program of the Employer.

**ARTICLE II**  
**DEFINITIONS**

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.01 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.02 "Effective Date" means July 1, 1995.
- 2.03 "Employee", for purposes of this Plan, shall be defined as any individual who:
- (a) is considered to be in an employer-employee relationship with the Employer for federal withholding tax purposes,
  - (b) is otherwise entitled to coverage under the medical insurance program of the Employer, and
  - (c) is included within the class of employees enumerated on Exhibit A.
- 2.04 "Employer" means the Lapeer Community Schools.
- 2.05 "Participant" means any Employee who has met the eligibility requirements set forth in Article III.
- 2.06 "Plan Year" means the end of the Plan which begins on September 1, 1995 and ends on August 31, 1996 with respect to the first Plan Year and thereafter, as long as the Plan remains in effect, the period that begins on September 1st and ends on the following August 31st.

**ARTICLE III**  
**ELIGIBILITY**

- 3.01 Each Employee who satisfies the eligibility conditions for the Employer's medical insurance program, the provisions of which are specifically incorporated herein, is eligible to participate in this Plan as of the Effective Date or such Employee's date of eligibility under the Employer's medical insurance program, if later.

**ARTICLE IV**  
**AMOUNTS OF BENEFITS**

- 4.01 A participant may elect out of participation in the employer's medical insurance program and receive instead a payment of an amount per month as negotiated or an amount as specified in attached Exhibit A. This benefit shall be paid from the general assets of the Employer. This benefit shall be payable only for those months in which the Participant would otherwise be eligible for Employer-paid participation in the Employer's medical insurance program. The terms and conditions of the Medical Insurance Waiver Allowance Election Form are incorporated herein by reference.

**ARTICLE V**  
**ELECTION REQUIREMENTS AND TERMINATION PROVISIONS**

- 5.01 Election Provisions. In accordance with the terms of proposed Treasury Regulation 1.125-1, Q & A - 15, each Participant shall be considered to have elected medical insurance coverage under the terms of the Employer's medical insurance program for sequential coverage periods of one (1) month each until such time as the Participant elects in writing on the Medical Insurance Waiver Allowance Election Form to receive payments of cash in lieu of medical insurance coverage until the next open enrollment period permitted by the health insurance carrier under the Employer's insurance program and for subsequent plan years unless the Participant elects coverage under the Employer's insurance program during an open enrollment period.
- 5.02 Termination of Benefits. Coverage under this Plan shall cease as of the first day a participant is no longer employed by the Employer or is otherwise no longer eligible for Employer-paid medical insurance coverage under the Employer's medical insurance program.

**ARTICLE VI**  
**PLAN ADMINISTRATION**

- 6.01 Allocation of Authority. The Employer shall control and manage the operation and administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as the Employer may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

- (b) To make and enforce such rules and regulations and prescribe the use of such forms as the Employer shall deem necessary for the efficiency administration of the Plan;
- (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan in accordance with the provisions of the Plan;
- (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan, to inform the Employee, as appropriate, of the amount of such benefits and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
- (e) Provision for Third-Party Plan Service Providers. The Employer may employ the services of such persons as it may deem necessary or desirable in connection to operation of the Plan. The Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan) and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant (including Employees who are actuaries or accounts), consultant, third-party administration service provider, legal counsel or other specialist and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

## **ARTICLE VII**

### **AMENDMENT OR TERMINATION OF PLAN**

- 7.01 Permanency. The Employer reserves the right to amend or terminate the Plan subject to any collective bargaining obligations to the contrary.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

- 8.01 No Employment Rights Conferred. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.
- 8.02 Payments to Beneficiary. Any benefit payable under the Plan after the death of a Participant shall be paid to the party or estate designed in writing by the Participant on the latest enrollment form filed with the Employer. If there is doubt as to the right of any person to receive any amount, the Employer may retain such amount until the rights thereto are determined, without liability for any interest thereon, or it may pay such amount into any court of appropriate jurisdiction, in either of which events the Employer shall not be under any further liability to any person.
- 8.03 Nonalienation of Benefits. No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge encumbrance or charge and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person

entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Employer, and he may hold or apply the same or any part thereof to the benefit of any Dependent or beneficiary of such person, in such manner and proportion as he may deem proper.

- 8.04 Mental or Physical Incompetency. If the Employer determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Employer.
- 8.05 Inability to Locate Payee. If the Employer is unable to make payments to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person, shall be forfeited seven (7) years after the date such payment first became due.
- 8.06 Requirement of Proper Forms. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Employer.
- 8.07 Source of Payments. The Employer shall be the sole source of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.
- 8.08 Tax Effects. The Employer makes no warranty or other representation as to whether or not any payments received by a Participant hereunder will be treated as includible in gross income for federal or state income tax purposes.
- 8.09 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 8.10 Gender and Number. Masculine pronouns include the feminine as well as the neuter gender and the singular shall include the plural, unless indicated otherwise by the context.
- 8.11 Headings. The article and section headings contained herein are for convenience of reference only and shall not be construed as defining or limiting the matter contained thereunder.
- 8.12 Applicable Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of Michigan.
- 8.13 Severability. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement on the 15th day of June, 1995.

**LAPEER COMMUNITY SCHOOLS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

EXHIBIT A

LAPEER COMMUNITY SCHOOLS  
MEDICAL INSURANCE WAIVER PLAN

Employee Group \_\_\_\_\_ Effective Date \_\_\_\_\_ Cash Payment Per Month \_\_\_\_\_

Employees in the bargaining unit represented by the Lapeer Education Association

July 1, 1995

The sum of \$60.00 or the product of the following formula, whichever is greater:

\$ A (monthly rate from previous year)  
X B (teachers continuing program used in computation previous year, prorated if necessary)  
-----  
\$ C

\$ D (one-half of the medical premium of the individual converting/12)

X E (teachers converting between October 1 of the previous year and September 30 of the current year plus new hires opting for the plan)

-----  
F  
\$ (C + F)/(B + E) = \$ F

\$F = monthly annuity amount, rounded off

The above cash payment shall be calculated and adjustments made, as appropriate, each October 1.

**LAPEER COMMUNITY SCHOOLS MEDICAL INSURANCE  
WAIVER ALLOWANCE ELECTION FORM**

I hereby elect to receive the benefit described in the Lapeer Community Schools Medical Insurance Waiver Plan (Plan) instead of any medical insurance benefit to which I would otherwise be entitled by virtue of my employment by the Lapeer Community Schools. This election shall be effective September 1, 2000, and shall continue for succeeding plan years unless it is revoked according to the terms of the Plan.

I acknowledge that I received a copy of the Plan the day I signed this form.

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**WITNESS**

**LETTER OF AGREEMENT  
ACCOMMODATION OF SPECIAL EDUCATION STUDENTS**

The parties indicated below mutually agree that:

The parties shall develop an "accommodation form" and notification process that will identify and communicate to regular education teachers instructional accommodations needed by a special education student in a regular education class. It is further understood that special education students who do not need instructional accommodation in the regular education classroom will not be part of the aforementioned notification process.

Regular education classrooms without a collaborative teaching arrangement should not have more special education students in need of instructional accommodation, as described above, than the maximum number of students legally allowed within a Special Education Basic Classroom. If, however, this maximum number is exceeded, the regular and special needs teachers shall meet with the building administrator to review related remedies as follow:

1. Collaborative teaching;
2. Student schedule change;
3. Utilization of a classroom paraprofessional.

It is agreed that the administration shall effectuate one of the aforementioned remedies.

**AGREED TO BY BOTH PARTIES:**

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**LETTER OF AGREEMENT  
ALTERNATIVE HIGH SCHOOL  
EXCEPTION TO THE MASTER AGREEMENT**

**I. Vacancies**

Vacancies in alternative high school are posted according to procedures in the L.E.A. contract. If the vacancy occurs in A.H.S., employees in that program have first priority based on their seniority in filling vacancies. If vacancies occur in the traditional K-12 unit, employees in that program have first priority in filling vacancies. If vacancies are not filled, employees from either A.H.S. or the traditional K-12 program have an opportunity to post for the position before it is filled outside.

**II. Layoff**

- A. Staffing for each subsequent school year shall be done separately for each group.
- B. Crossovers during the posting period shall only occur if there are more positions available than teachers in the pool.
- C. If vacancies occur in either program, laid off employees will be placed in their own groups, then cross group according to staffing procedures before new hires are contracted.

**III. Full-Time**

A full-time A.H.S. teacher teaches five (5) academic contact hours per day, five (5) days per week. A class period in A.H.S. is one hour and fifteen minutes.

Full-time equals four (4) class periods and one (1) conference period.

**IV. Special Programs**

A.H.S. employees teaching the special Friday classes have class periods of two and one-half (2 1/2) hours in length.

**V. Lunch Periods**

A.H.S. teachers shall eat lunch with the students on a rotating basis so that a teacher is present with the students at all times. This practice shall be open to annual review by the Board and Association.

**VI. Seniority**

Seniority for A.H.S. staff begins July 1, 1990. The employees date of hire will be used to determine the seniority placement. Separate seniority lists shall be maintained. A teacher moving from one group to the other shall have their seniority go with them.

**VII. Number of Class Preparations**

A.H.S. employees are exempt from the L.E.A. language regarding the number of preparations a secondary teacher may be assigned. This practice shall be open to annual review by the Board and Association.

**VIII. Calendar**

The A.H.S. staff school calendar shall consist of the same number of days as other teachers. The specific calendar shall be determined by the Board and Association.

- IX.** The monthly meetings between the Board and Association will be used to resolve other contract interpretations regarding the application of the current L.E.A. Master Agreement to the Alternative High School program.

**LETTER OF AGREEMENT  
COLLABORATIVE TEACHING**

The parties indicated below mutually agree that:

Although collaborative teaching is a more desirable choice in meeting the multiple challenges of special needs students within the regular classroom environment, certain conditions should be met before it can be expected to work.

- a. The regular and special needs teachers and the paraprofessionals available should be motivated and compatible in being able to work and plan instruction together.
- b. Prospective teams should have opportunities to visit model programs where collaborative teaching is successfully being implemented.
- c. Prospective teams should develop a written plan identifying required resources, including any anticipated need for release time for planning, etc. This plan development process must include building administration and have final approval from central office before being implemented. Evaluation should become an integral part of assessing the effectiveness of the collaborative teaching approach.
- d. In the plan development process every effort should be made to include parent representation as part of the process.

Collaborative teaching should not be imposed upon a building's program because the model can best be implemented when all of the above conditions are met. If required pursuant to an IEP, collaborative teaching must be implemented.

**ALLOCATING RESOURCES AND STAFF IN SUPPORT SERVICES**

The District's goal is to allocate resources and staff to each building such that the needs of all students, including those entitled to special education services are met; however, the first priority must be to fulfill requirements for special education students. This will be done in a manner consistent with contractual agreements.

When conditions exist to implement a Collaborative Teaching model, the assignment of needed resources will be decided by building and central office administration based on several considerations:

- a. The availability and flexibility of the special education teaching staff in respect to fulfilling requirements for case-load and B.C./T.C. requirements for students being served.
- b. The total number of students eligible to receive support services.
- c. The plans should include the use of existing resources, i.e., teachers, paraprofessionals and parents, to their maximum benefit.
- d. The availability of funds to provide the identified needs for additional resources.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
FAMILY AND MEDICAL LEAVE ACT**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 workweeks of leave during any fiscal year for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, parent, or child;
4. The employee's own illness.

Said leave shall be unpaid following contractually appropriate utilization of all sick leave days and personal leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 workweek duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision. For employees seeking to return from FMLA leave within the last three (3) weeks of any semester, the following shall apply.

1. If the employee begins any category of FMLA leave (except personal sick leave) five or more weeks prior to the end of the semester, and the period of leave is at least three weeks, then the Board may require an employee seeking to return within the last three weeks to continue taking leave until the end of such semester.
2. If the employee begins any category of FMLA leave (except personal sick leave) less than five weeks before the end of the semester and the period of leave is greater than two weeks, then the Board may require an employee seeking to return within the last two weeks to continue taking leave until the end of such semester.
3. If the employee begins any category of FMLA leave (except personal sick leave) three or fewer weeks before the end of the semester and the period of leave is greater than five working days, the Board may require the employee seeking to return to continue taking leave until the end of such semester.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**RE: Horizontal Movement on the Salary Schedule**

**WHEREAS**, the parties indicated below believe that all staff must continually focus on best practice in the classroom so as to provide the best possible learning opportunities for students, and

**WHEREAS**, the parties believe that all staff should fulfill such professional responsibilities as positively contributing to staff meetings, building committees, and District committees so as to support on-going school improvement initiatives.

**THEREFORE**, the parties indicated below agree to study and attempt to develop an in-house professional development program proposal that would enable teachers to move horizontally on the salary schedule and, if such a proposal is developed, the parties would take the proposal through the ratification process no later than the successor contract.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
RE: SUBSTITUTING ON A CONFERENCE PERIOD**

Due to a shortage of substitute teachers, the parties agree that each regular secondary classroom teacher may substitute teach on his/her conference period if a substitute teacher is not available and shall be paid the prevailing substitute teacher hourly rate for each junior high or senior high class period so covered; such substituting shall be voluntary.

It is further agreed that paid substituting during a conference period will be for situations where a substitute teacher would have been utilized if one had been available and shall not preclude a regular classroom teacher occasionally covering for another as a professional courtesy to "free up" a teacher for a portion of a school day for such purposes as allowing the teacher to meet with a parent, attend an IEPC meeting or another school meeting, etc.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
RE: TEACHER EVALUATION PROCESS**

The parties indicated below agree that the Teacher Evaluation Process (TPEP) shall be included as a Letter of Agreement in the 1998-2001 Master Agreement replacing Article VIII of the Master Agreement.

**TEACHER PERFORMANCE EVALUATION PROCESS**

The Teacher Performance Evaluation Process (TPEP) is designed to promote continuous assessment and improvement of teacher performance. Objectives of the TPEP are as follows:

1. To provide the best possible teaching staff for the students of the Lapeer Community Schools by establishing a framework of core instructional practices;
2. To assure the fair and equitable treatment of all teachers;
3. To recognize teacher performance strengths and weaknesses and to provide assistance to the teachers who seek to improve their effectiveness or who need to correct deficiencies which have been identified;
4. To support growth for tenured teachers by providing the opportunity for collegial collaboration which will lead to improvements in student learning.

The TPEP includes the following four tracks that are specific to the professional developmental stage of each teacher.

- A. Probationary Teacher Track
- B. Professional Growth Track
- C. Teacher Assistance Track
- D. Tenure Process Track

**TPEP Tracks**

- A. **Probationary Teacher Track** -- All probationary teachers are evaluated according to their performance relative to the twenty-one Universal Teacher Performance Standards and as otherwise specified herein and in the TPEP. The purpose of this track is to provide a framework for new teachers relative to instructional practices, organizational and management expectations, and learner outcomes.
- B. **Professional Growth Track** -- All tenured teachers are expected to perform at a satisfactory level relative to the twenty-one Universal Teacher Performance Standards. For tenured teachers performing at or beyond such a level, the Professional Growth Track facilitates teacher growth through a process of collaboration, development of knowledge, expansion of effective teaching, and on-going professional self-reflection. The purpose of all Professional Growth Track activities is the improvement of student learning.
- C. **Teacher Assistance Track** -- Any tenured teacher who is not performing at a satisfactory level relative to one or more of the Universal Teacher Performance Standards moves to the Teacher Assistance Track. This track is designed to provide a structured process for improving and evaluating teaching performance. The goal of this process is to support the teacher in performing at a satisfactory level in all performance standards and, thereby, move to the Professional Growth

Track. Teachers who are unsuccessful in attaining this goal move to the Tenure Process Track.

- D. **Tenure Process Track** -- Any tenured teacher who continues to perform at an unsatisfactory level after involvement in the Teacher Assistance Track moves to the Tenure Process Track. This track is designed to protect the interest and meet the responsibility of the District to provide competent, qualified teachers. This track also ensures that the legal rights of teachers who may be considered for discharge or demotion are protected pursuant to the Michigan Teachers' Tenure Act.

It is understood that the evaluation process as referenced herein is distinct from disciplinary action that is imposed as the result of teacher misconduct.

## **DEFINITIONS**

The following are definitions of terms pertaining to the TPEP.

- A. **Probationary Period** -- All teachers during their first two years of employment shall be defined to be in a period of probation. Teachers without previous tenure from a Board of Education in the State of Michigan shall be required to serve a third and fourth year of probation.
- B. **Mentor** -- The Administration shall provide a mentor to beginning teachers during their first 3 years of employment to assist the non-tenure teacher in developing professional competencies and effectiveness.
- C. **Evaluators** -- The appropriate principal, assistant principal or other designee of the superintendent evaluates teachers assigned to a particular building. Teachers-in-charge will normally evaluate teachers provided, however, that in the event a teacher-in-charge observes any deficiencies that may result in the teacher being moved to the Tenure Process Track the teacher-in-charge will immediately contact the superintendent who will designate an administrator as that teacher's evaluator.

The appropriate principal or other designee of the superintendent is referred to as the "evaluator."

- D. **Evaluation** -- All teachers not in the Professional Growth Track shall attend a meeting within the first thirty (30) days of each school year and prior to the evaluation process, in which the applicable track(s) of the Teacher Performance Evaluation Process (TPEP) is(are) explained to the teacher. At this time the initial evaluator will be designated.

All teachers not on the Professional Growth Track shall be provided an evaluation at least once each year. Such evaluation will be filed with the Superintendent's Office no later than April 15th for probationary teachers or by the end of the school year for tenure teachers. No such evaluation, except as noted below relative to teachers hired on or after January 1, may be completed without there having been at least two classroom observations completed each semester of the period covered by the evaluation. When employed for more than one semester, the first and last such observation of probationary teachers shall be at least sixty (60) days apart unless a shorter interval is mutually agreed upon by the teacher and the administrator. All teachers hired on or after January 1st are to have one evaluation filed with the superintendent's office by June 1st. Such an evaluation will involve at least two (2) classroom observations at least sixty (60) days apart whenever feasible.



An evaluation is defined as the final, written summary of the evaluator's judgements regarding the effectiveness of a teacher's job performance. These judgments shall be an on-going activity based on day-to-day observation of participation in school activities, community relationships, relationships with staff, students and parents, and general performance. As described below, the classroom observation process also shall be a basis for these judgements. Evaluations shall be completed on the designated form (TPEP Form F or Appendix E, as appropriate). A conference will be held to discuss the completed evaluation. The teacher shall be given a copy of his/her evaluation. If a tenure teacher has been placed on the Teacher Assistance Track or Tenure Track, the District shall provide the teacher with an Individualized Development Plan (IDP) developed pursuant to TPEP. The evaluation is to be signed by the teacher and the evaluator and placed in the Personnel File. The teacher's signature does not signify concurrence or approval of the evaluation. A teacher may attach a letter of reaction and/or clarification to the evaluation.

Teachers on the Professional Growth Track are evaluated at least once every three (3) years pursuant to TPEP.

- E. **Observation** -- This process should consist of a classroom observation and post-conference. The classroom observation shall generally be of not less than one class period or at the elementary level, the duration of a particular teaching lesson. The post-conference will provide for reflection by supervisor and teacher of the classroom teaching performance. The observation report form will be completed by the supervisor with input of the teacher. Prescriptive suggestion(s) for improved teaching performance as suggested by the supervisor shall be a part of the observation report. The post-observation conference will be held within ten (10) school days of an observation unless sickness or emergency precludes a conference within this time period.

All monitoring and observations of the performance of any teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and surveillance devices shall be strictly prohibited.

- F. **Second Observer** -- Should a teacher who has received an unsatisfactory evaluation while on the Teacher Assistance Track so request or should the administration so determine, a second observer shall be appointed by the Superintendent and shall complete at least one observation in a timely manner. Any probationary teacher requesting a second observer shall do so no later than January 31 of any school year. Any observation completed by a second observer shall be equally regarded with other observations. The appointed second observer may be appealed by the Association and another appointment made if the rationale for the appeal is deemed to have merit by the Superintendent.

A second observer will not be informed of specific areas of unsatisfactory performance prior to beginning or during the observation process.

- G. **Representation** -- A teacher may have a representative of the Association present at any conference relating to the evaluation process. The teacher is responsible for arranging representation.

#### **DISCHARGE OF TENURE TEACHERS FOR UNSATISFACTORY TEACHING PERFORMANCE**

If discharge of any tenure teacher is to be recommended due to unsatisfactory teaching performance, such action must be preceded by:

1. A second observer, if requested, completing an observation pursuant to Paragraph F. above.

2. Development of an IDP that references teacher performance that must improve, timeline for improvement, and the consequences of failure to make such improvements. Also, the IDP should include reference to assistance from administrators and the District (e.g. suggested improvements in teaching techniques, observations of other teachers, or suggested readings).
3. Adequate opportunity for the teacher to make improvements.
4. Notification of movement to the Tenure Track
5. Unsatisfactory evaluation in the Tenure Track

The parties further agree that in 1998-99, eight (8) of the eighteen (18) hours of late start or early dismissal time shall be available for teacher work on the TPEP.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**RE: RE-OPENING OF CONTRACT**

The parties agree that the contract may be re-opened only for the reasons stipulated below. Such re-opening shall be limited to the article and appendix stipulated below.

1. The 1999-2000 calendar (Appendix A) may be re-opened if mutually agreed to by the parties.

The contract shall be re-opened in 1999-2000 to establish a 2000-2001 calendar.

2. Article V ("Calendar Outline"), and Article XXIV ("Salary Schedule") shall be re-opened if the District determines it necessary in order to comply with state mandates relative to student instructional time or required days of instruction.
3. Article XXIII ("Fringe Benefits")  
Using 1998-99 as the base year, if 1999-2000 and/or 2000-2001 medical insurance premium rates exceed an annual 6% increase with the 6% increase calculated on the 1998-99 premium for 1999-2000 and on the 1999-2000 calculated premium amount for 2000-2001 Article XXIII ("Fringe Benefits") and Article XXIV ("Salary Schedule") shall be re-opened to explore methods of keeping total package costs to a level not exceeding an annual 2% wage improvement and 6% medical insurance premium increase.
4. The parties acknowledge that during the negotiations which resulted in this contract amendment, each party had the opportunity to make proposals with respect to all matters pertaining to the school calendar, student instructional time, medical insurance cost containment, and the salary schedule. Further, the parties agree that when this contract amendment is ratified by the Association and approved by the Board, the 1998-2001 *Master Agreement* will not be re-opened in either 1999-2000 or 2000-2001.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



