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# LISD/LVTEA

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

*Lenawee Intermediate School District*

AUGUST 31, 2000 - AUGUST 31, 2003

LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA

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

THIS AGREEMENT, entered into this 31st day of August, 2000, by and between the Lenawee Intermediate School District Board of Education, hereinafter called the "Board" and the Lenawee County Education Association-Lenawee Vocational-Technical Education Association-Michigan Education Association-National Education Association, hereinafter call the "Association."

WITNESSETH

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

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

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



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ARTICLE I

RECOGNITION

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

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

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ARTICLE II

BOARD OF EDUCATION RIGHTS

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

1. Manage and control the school's business, the equipment, the operations and direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.

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8. Determine the placement of operations, production service, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

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ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

A. The Board hereby specifically agrees that the teachers shall have all rights as specified in Act 336 of 1947 as amended (or other laws of Michigan, or the United States, or the Constitutions of Michigan and of the United States).

B. It is specifically agreed that no employee of the Board shall discriminate against any other employee on the basis of race, creed, color, national origin, sex, marital status, religious affiliations, age, or membership in the Association, or lack thereof, or for any lawful activities of the Association.

C. The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.

D. The Board agrees not to negotiate with any other teacher's organization other than the Association for the duration of this Agreement for the above described bargaining unit. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

E. The Association and the Board agree to continue to work affirmatively in implementing their mutual objectives of effective integration of faculty and student body at the Lenawee Vo-Tech Center.

F. The Association shall have the right to use school buildings at reasonable hours for meetings while their contract is in full force and effect, provided they have prior approval from the Principal or his/her designee. The foregoing shall apply only if the Association representatives check into the building by notifying the Principal or his/her designee of their presence and comply with the rules and regulations of the school. In the event any authorized representative fails to do so, the Principal may, after a written warning, remove the rights accorded under this paragraph. Bulletin boards, office equipment, and telephones shall be made available to the Association and its members at no expense to the Board. The Association shall be responsible for any material placed upon the bulletin boards or distributed through mailbox or mail distribution or daily bulletins.

G. The Board agrees to furnish two copies to the Association in response to reasonable requests from time-to-time, all information available to the residents of the district, tentative budgetary

1 requirements and allocations and such other generally available  
2 information as will assist the Association in developing  
3 intelligent, accurate, informed and constructive programs on  
4 behalf of the Association. Such information shall, however, be  
5 prepared only in such form as it is prepared for use of the Board  
6 of Education.

7  
8 H. The private and personal life of a teacher shall in no way  
9 affect the employment status of said teacher so long as these  
10 activities do not adversely affect the teacher's effectiveness as  
11 a professional classroom teacher.

12  
13 I. The parties agree that the evaluation of student performance  
14 is the responsibility of the student's teacher, since such  
15 individuals have first-hand knowledge of the student(s) skills,  
16 abilities, and achievements. The grade given to a pupil by a  
17 teacher will not be changed without prior consultation and input  
18 with the teacher.  
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ARTICLE IV

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

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

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

C. 1. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, 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 not exceed the amount of association dues collected from association members.

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

a. In the event that the bargaining unit member does 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.

1  
2 The Association in all cases of mandatory fee  
3 deduction pursuant to MCL 408:477; MSA 17.277(7) shall  
4 notify the teacher of non-compliance by certified mail,  
5 return receipt requested. Said notice shall detail the  
6 non-compliance, and shall further advise the recipient that  
7 a request for wage deduction may be filed with the Board in  
8 the event compliance is not effected. If the teacher  
9 fails to remit the Service Fee or authorize a deduction for  
10 same, the Association may request the Board to make the  
11 deduction. The Board upon receipt of the request for an  
12 involuntary deduction shall provide the teacher with an  
13 opportunity for a due process hearing limited to the  
14 question of whether or not the teacher has remitted the  
15 Service Fee to the Association or authorized payroll  
16 deduction for same.

17  
18 b. If involuntary payroll deductions are not permitted by law,  
19 the Employer shall, at the written request of the  
20 Association, terminate the employment of such bargaining  
21 unit member within thirty (30) days of the conclusion of  
22 the due process hearing. The parties agree that the  
23 failure of any bargaining unit member to comply with the  
24 provisions of this Article is just cause for discharge from  
25 employment. If such termination were in order, the  
26 Association would give notice to the teacher as outlined  
27 above and the teacher would be afforded a due process  
28 hearing limited to the question of whether s/he has failed  
29 to pay the Service Fee prior to dismissal.

30  
31 2. The Association has established a "Policy Regarding Objections  
32 to Political-Ideological Expenditures." That Policy, and the  
33 administrative procedures (including the timetable for  
34 payment) pursuant thereto, applies only to non-union  
35 bargaining unit members. The remedies set forth in that  
36 Policy shall be exclusive, and unless and until such  
37 procedures, including any administrative or judicial review,  
38 there shall have been availed of and exhausted, no dispute,  
39 claim or complaint by an objecting bargaining unit member  
40 concerning the application and interpretation of this Article  
41 shall be subject to the grievance procedure set forth in this  
42 Agreement, or any other administrative or judicial procedure.

43  
44 A copy of the Policy, the administrative procedures, and any  
45 timetables pursuant thereto for payment of dues, shall be  
46 provided by the Association to all non-members of the  
47 bargaining unit.

48  
49 3. In the event of any legal action against the Employer brought  
50 in a court or administrative agency because of its compliance  
51 with this Article, the Association agrees to defend such  
52 action, at its own expense (and through its own counsel),  
53 provided:  
54

- 1 a. The Employer gives timely notice of such action to the  
2 Association and permits the Association to intervene as  
3 a party if it so desires, and  
4  
5 b. The Employer gives full and complete cooperation to the  
6 Association and its counsel in securing and giving  
7 evidence, obtaining witnesses and making relevant  
8 information available at both trial and appellate  
9 levels.

10  
11 4. The Association will save the Board, Lenawee Intermediate  
12 School District, LISD Board members, and administrators  
13 harmless for all costs and liability for all claims, causes  
14 of action, hearings, trials and appeals arising out of  
15 compliance with this Article. It is expressly understood  
16 that if a tenure hearing is required by law the Association  
17 shall become the charging party.

18  
19 5. The Association will provide all necessary documents,  
20 notices and charges to the Board prior to requiring the  
21 Board to comply with the provisions of this Article.

22  
23 D. The Association shall provide to the payroll department a signed  
24 payroll deduction authorization for payroll deduction, pursuant  
25 to paragraphs A and C above. Until such authorization is on  
26 file with the payroll department, no deductions for dues or fees  
27 shall be made, except as provided in paragraph C.1., above.  
28 Upon receipt of the authorization, deductions for dues or fees  
29 or the mandatory deduction of the Service Fee shall be made  
30 until the employee's annual obligation is paid in full or  
31 revoked in writing pursuant to policies of the Association.

32  
33 E. The Board agrees to deduct from the teacher's salary and make  
34 appropriate remittance for the following:

- 35  
36 a. Insurance  
37 b. Union Dues (NEA, MEA, LCEA & LVTEA)  
38 c. LENCO Ed Credit Union  
39 d. Annuities  
40 e. United Fund

41  
42 and for any other deductions that are mutually agreed to or as  
43 ordered by the courts.

44  
45 F. Dues deductions, along with an alphabetical list of teachers,  
46 shall be transmitted by the payroll office to the LVTEA  
47 Treasurer, located at the following address:

48  
49 Lenawee Vocational-Technical Center  
50 2345 North Adrian Highway  
51 Adrian, Michigan 49221

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ARTICLE V

TEACHER HOURS, ASSIGNMENT AND EMPLOYMENT CONDITIONS

A.

School Year	Student Instructional Time (A.M.)*	Lunch (30 min.)	Student Instructional Time (P.M.)	Teacher Work Time	Total Hours (w/lunch)
2000-01	8:50 a.m. - 11:25 a.m.	11:25 a.m. - 11:55 a.m.	11:55 a.m. - 2:25 p.m.	6 hrs. 12 min.	6 hrs. 42 min.
2001-02	8:50 a.m. - 11:25 a.m.	11:25 a.m. - 11:55 a.m.	11:55 a.m. - 2:25 p.m.	6 hrs. 24 min.	6 hrs. 54 min.
2002-03	8:50 a.m. - 11:25 a.m.	11:25 a.m. - 11:55 a.m.	11:55 a.m. - 2:25 p.m.	6 hrs. 36 min.	7 hrs. 6 min.

6  
7 \*All teachers shall be in their assigned classroom and/or lab by 8:40 a.m.

8  
9 \*\*Planning/prep time during 2000-01 may be used between the hours of 7:45 a.m. - 2:45 p.m.

10  
11 \*\*Planning prep time during 2001-02 and 2002-03 may be used between the hours of 7:30 a.m. - 3:15 p.m.

12  
13  
14 No teacher shall be assigned more than five (5) hours and fifteen (15) minutes of teaching during any work day. All instructors will endeavor to maintain student discipline and decorum in hallways or other areas of the school even though the students involved may not be under their direct charge.

15  
16 The administration may schedule a meeting once a month, not to exceed one (1) hour and that the Association be given seven (7) calendar days advance written notification. This meeting shall commence at the following times:

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25 2000-01 - 2:42 p.m.  
26 2001-02 - 2:54 p.m.  
27 2002-03 - 3:06 p.m.

28  
29 The administration may schedule in-service programs and/or regular faculty meetings before the start of normal class, not to exceed five (5) mornings per month, provided seven (7) calendar days advanced written notice has been provided to the Association. This advanced notification may be waived if deemed necessary by the mutual agreement of the Principal and the Association President.

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37 Furthermore, the administration shall have the flexi-bility to schedule an after school in-service and/or regular faculty meeting with seven (7) calendar days advanced written notice to the Association. In the case of a scheduled after school in-service or faculty meeting, staff will report fifteen (15) minutes prior to the commencement of classes and shall remain forty-five (45) minutes after



1 the last class. Scheduling these activities after school is the  
2 exception, and the rationale for the after school activities  
3 shall be provided to the Association President.  
4

5 It is expressly understood that short staff meetings for  
6 updates, announcements, etc., are not included in the five (5)  
7 mornings/afternoons stated above.  
8

9 Further, except on days when an in-service program or  
10 regular faculty meeting has been scheduled, teachers shall have  
11 the flexibility to report fifteen (15) minutes prior to the  
12 commencement of the morning classes (not to exceed eight (8) days  
13 per month), and shall remain at least forty-five (45) minutes  
14 after the last pupil class period has ended. The administration  
15 shall be given three (3) calendar days advanced written notice of  
16 the teacher's change in work schedule.  
17

18 The required time for the work Based Learning Teacher Coordinator  
19 and the Co-Op Coordinator shall be the same length as that for  
20 teachers; however, the exact schedule may be modified for a  
21 flexible work day/work year.  
22

23 In addition, the Co-Op Coordinator may be expected to attend  
24 meetings at times other than the scheduled required time. If and  
25 when additional Work Based Learning Teacher Coordinator and Co-Op  
26 Coordinator position(s) are created, the working hours for the  
27 position(s) may be modified for an adjusted workday. It is agreed  
28 that modifications to the workday will be mutually agreed upon  
29 between the Work Based Learning Teacher Coordinator(s) and the  
30 building Principal.  
31

32 B. Each teacher shall have a thirty (30) minute duty free  
33 lunch period.  
34

35 C.1 No teacher shall be required to attend more than  
36 five(5) hours of in-service and/or regularly scheduled faculty  
37 meetings per month. This shall not include teacher's  
38 participation in various sub-committees and faculty advisory  
39 committees. In addition to the above, teachers shall be required  
40 to attend no more than two (2) open houses per school year with  
41 the exception of on-site building trades where no more than four  
42 (4) open houses will be scheduled. Teachers will be given at  
43 least two weeks notification of an open house.  
44

45 C.2 Parent-Teacher Conferences will be held each school  
46 year. On Parent-Teacher conference day, the morning session will  
47 be held for students; however, students will not report for the  
48 afternoon session. Parent-Teacher Conferences will be held from  
49 2:00 p.m. - 5:00 p.m. and from 6:00 p.m. - 9:00 p.m..  
50

51 D. The administration will endeavor to have one (1)  
52 administrator or his/her designee in the building during  
53 normal school hours when high school students are present  
54



1 to assist in discipline problems.

2  
3 E. Teachers will not be required to supervise student breaks.

4  
5 F. The assignment of student teachers to regularly employed  
6 staff shall be voluntary.

7  
8 G. The Board of Education shall furnish all teachers with the  
9 written Board policy concerning student disciplinary procedures.  
10 The Principal shall establish a committee comprised of staff  
11 members and administrators to handle disciplinary problems or  
12 recommend disciplinary policies.

13  
14 H. Both parties recognize that optimum school facilities  
15 for both student and teacher are desirable to assist in high  
16 quality education which is the goal of both the Association and  
17 the Board. In an attempt to strive toward optimum facilities,  
18 the following guidelines are suggested for ratio of pupil-teacher  
19 in the areas below specified:

20

21	Marketing Education	24-1
22	Health Careers for the 21 <sup>st</sup> Century	24-1
23	Business Services	23-1
24	Computer Information Services	22-1
25	Bldg. & Maintenance Services	20-1
26	Drafting/CAD	24-1
27	Graphic Design/Printing	20-1
28	Electronics	20-1
29	Collision Repair and Refinishing	24-1
30	Auto Service Technology	24-1
31	Horticulture	24-1
32	Machine Trades	24-1
33	Welding	20-1
34	Building Trades (shop)	22-1
35	Building Trades (on-site)	13-1
36	Dental Aide	18-1
37	Accounting and Computing	24-1
38	Agricultural Technology	24-1
39	Careers in Education	24-1
40	Careers in Hospitality	24-1
41	Careers in Public Safety	24-1
42	Careers in Engineering & Technology	24-1
43	Careers in Multi-Media Technology	24-1

44

45 The above stated ratios include "Special Needs Students" and  
46 refers to pupil-teacher ratio and not to shop or laboratory load.  
47 In the event the above stated ratio is increased it will be the  
48 responsibility of the administration to consult with the teacher  
49 and to provide the Association with written statements explaining  
50 the reasons behind such assignments of students.

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52 I. Teacher's reference library will be provided by the Board  
53 within budgetary limitation.  
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J. The Board will continue to provide typing and duplication services for preparation of instructional material as it has in the past.

K. The Board shall provide:

1. A separate desk for each teacher in the Lenawee Vo-Tech Center with lockable drawer space.
2. Space for every teacher to store personal articles.
3. Chalk board space in every classroom.
4. Within budgetary limits, the Board will provide for each teacher: texts, storage space in each classroom for instructional materials, attendance books, paper, pencils, chalk, erasers, and will make available dictionaries for the teachers. Other materials required by the teacher may be requested by the teacher to the immediate supervisor and such requests will be given prompt consideration.

L. Teachers will not be required to drive a school bus as a part of their regular assignment.

M. Restrooms and teachers' work area will be provided. Students and other non-staff are not allowed in the teachers' work area except with the permission of an administrator and/or instructor.

N. There will be at least four (4) outside telephone lines available for staff use.

O. Parking facilities shall be provided at the Lenawee Vo-Tech Center and designated for faculty use.

P. A safety committee shall be set up by the Principal of the Lenawee Vo-Tech Center to receive suggestions from the faculty concerning possible unsafe or hazardous conditions for ultimate recommendations to Assistant Superintendent and/or the Board of Education.

Q. There will be established a joint administration-faculty curriculum study committee established for the purpose of making recommendations regarding the improvement of the curriculum at the Lenawee Vo-Tech Center. It is understood that the Vo-Tech Center curriculum study includes close contact with the occupational advisory council, the Lenawee Vo-Tech Administrative Advisory Committee, constituent school district administrators and teachers, the Vocational Division of the Michigan Department of Education, the administration, the teachers and the student body and others. This study committee will serve without pay, it being recognized that the improvement of curriculum is part of the duties of the staff and part of

1 their professional responsibilities. This committee will serve  
2 no more than four (4) hours per month without the mutual consent  
3 of participants.  
4

5 R. All employees will contribute towards a gift and flower fund.  
6 The amount to be established jointly by the Association and  
7 administration.  
8

9 S. A teacher's individual schedule may not conform to the normal  
10 day school operations. If a teacher's hours (equal to the length  
11 of the normal work day) are changed to start earlier or later  
12 than the normal school operations, then s/he shall be notified at  
13 least one (1) month prior to the change. Further, supportive  
14 rationale shall be provided to the teacher by the administration  
15 for the change. In the event the schedule changes are not  
16 acceptable to the employee, the Board shall have the right to lay  
17 off the employee. In such instances, the employee shall be  
18 entitled to a thirty (30) day notice of layoff. This layoff  
19 language supersedes any other layoff language contained in this  
20 Agreement.  
21

22 In the event a proposed schedule of a staff member would be  
23 interrupted by a non-teaching period or periods, then he/she  
24 shall be notified at least one month prior to the change.  
25 Further, supportive rationale shall be provided to the teacher by  
26 the administration for the change. In the event the schedule  
27 changes are not acceptable to the employee, the Board shall have  
28 the right to lay off the employee. In such instances, the  
29 employee shall be entitled to a thirty (30) day notice of layoff.  
30 This layoff language supersedes any other layoff language  
31 contained in this Agreement.  
32

33 T.1 A teacher whose program is being eliminated or who has a  
34 shift without sufficient students scheduled may be given the  
35 options of being laid off or of being retrained if necessary for  
36 another position. The position, type, and length of retraining  
37 would be identified by the administration and the teacher would  
38 receive his/her regular compensation. The retraining costs would  
39 be borne by the Board. The position being trained for would not  
40 be subject to the job posting requirements stated elsewhere in  
41 this contract. If more than one staff position is in jeopardy as  
42 stated above, then the most senior employee shall have first  
43 opportunity for selecting the option of being retrained if only  
44 one retraining position is available. In the event the  
45 conditions of the retraining and/or the new position are not  
46 acceptable to the employee, the Board shall have the right to lay  
47 off the employee. In such instances, the employee shall be  
48 entitled to a thirty (30) day notice of layoff. This layoff  
49 language supersedes any other layoff language contained in this  
50 Agreement.  
51

52 T.2 The Board agrees to support a teachers acquisition of  
53 additional course work beyond a BA/BS degree which leads to  
54 certification in subject areas pursuant to a planned program

1 approved by the Intermediate School District's Superintendent or  
2 designee (e.g., math, English, science). The Board's support will  
3 consist of payment of the tuition for the course work provided,  
4 however, that the Board reserves the right to deny requests for  
5 tuition payment or reimbursement in the event the Board  
6 determines that it is advisable to do so because of budgetary  
7 limitation. Approved tuition payments or reimbursements shall be  
8 paid according to the following schedule:

- 9
- 10 a. one-half (1/2) of tuition costs to be paid upon  
11 successful completion of each approved course.
  - 12
  - 13 b. remaining one-half (1/2) of tuition costs to be  
14 paid upon successful completion of the approved  
15 planned program and the teacher's acquisition of  
16 certification.
  - 17

18

19 U. The Board shall request that relevant student medical  
20 information be provided by the local district to the Vo-  
21 Tech Center and by individual students via an emergency card.  
22 This relevant medical information will be shared with the  
23 student's instructor, unless this would violate student rights or  
24 laws related to confidentiality.

25

26 V. A minimum of at least one (1) program advisory committee  
27 meeting will be held each year by the Vo-Tech Instructor for  
28 each Vo-Tech program.

1  
2 ARTICLE VI

3  
4 REQUIREMENTS FOR CONTINUED EMPLOYMENT

5  
6 A. It is recognized by the Association that the initial  
7 requirements for employment are within the prerogative of  
8 the Board of Education and to a large extent determined by  
9 the Department of Education certification division for job  
10 classifications contained within the bargaining unit.

11  
12 B. Once employed by the Board of Education, all teachers  
13 must take TB tests as required by law and shall in addition  
14 thereto file with the Intermediate Board of Education a  
15 teaching certificate at the time of employment, unless on  
16 Annual Authorization.

17  
18 C. Those teachers on Annual Authorization shall provide  
19 information consistent with current laws covering Annual  
20 Authorization which states the following:

- 21  
22 1. Proof that the non-certified teacher is annually  
23 and continually enrolled in completing credit in an  
24 approved vocational teacher preparation program leading  
25 to vocational certification; and  
26  
27 2. The non-certified teacher has a planned vocational  
28 teacher preparation program leading to vocational  
29 certification on file with the employing school district  
30 or intermediate school district, his/her teaching  
31 preparation institution, and the Department of  
32 Education."

33  
34 D. All teachers must maintain proper certification by the  
35 Department of Education and furnish to the Board of Education a  
36 mailing address and telephone number which must be kept current.  
37 All teachers on the staff are encouraged to show evidence of  
38 professional growth throughout the course of their employment in  
39 the district.

40  
41 E. Substitute teachers shall have minimum requirements as  
42 provided for by law.



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ARTICLE VII

COMPENSATION AND BENEFITS

A. See attached salary schedules.

B. It is agreed that the 2000-01 school year shall consist of 182 student instructional days and four (4) inservice/professional development workdays for a total of 186 days; 2001-02 shall consist of 183 student instructional days and five (5) inservice/professional development workdays for a total of 188 days; 2002-03 shall consist of 184 student instructional days and five (5) inservice/professional development workdays for a total of 188 days. In years 2001-02 and 2002-03, LVTEA members shall arrange with the administration a "Planned Individualized Professional Development Workday" to fulfill the state requirement of five (5) professional development days. By May 1, 2001, Vo-Tech administration and LVTEA shall meet to discuss procedures and guidelines to implement the "Planned Individualized Professional Development Workday." Planning for implementation shall be completed by June 10, 2001.

How Contract Days Are Apportioned

2000-2001		2001-2002		2002-2003	
Student Instruction Days	182	Student Instruction Days	183	Student Instruction Days	184
Teacher Workdays	4	Teacher Workdays	5	Teacher Workdays	5
Total	186	Total	188	Total	188

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The last workday will be for student instruction. If not used for student instruction, the last workday may be used for records, curriculum development, professional development or to work on other Vo Tech future direction initiatives.

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In the event school is closed due to an Act of God, defined as conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical failure, health conditions as defined by the City, County, or State health authorities, or other reason beyond the control of the Board and the day cannot be counted as a day of student instruction under State law, employees shall be excused from reporting to duty without loss of pay. The Board shall have the right to reschedule any day that is lost because school was closed if the lost day cannot be counted as a day of student instruction under State law. It is agreed and understood that at the time this Agreement was entered into two (2) is the maximum number of lost days that could be counted as days of student instruction. Employees shall work on such rescheduled days without additional compensation. Such days shall be rescheduled on dates mutually

1 agreeable to the Board and Association, with the understanding  
2 that such days shall be added to the end of the calendar if  
3 mutual agreement cannot be reached.  
4

5 For the purposes of this section, it is agreed that the  
6 requirements set forth in Section 1284 of the Revised School Code  
7 shall be deemed to be applicable as if Lenawee ISD was a general  
8 power school district rather than an intermediate school  
9 district.  
10

11 C. Association members may be granted teacher days during the  
12 academic year in which members on an individual basis may be  
13 released from their regular duties without loss of compensation  
14 for the purpose of participating in professional conferences,  
15 coordinators' meetings, visits to other schools, research in  
16 their fields of work and trips to higher institutions of  
17 learning. A request to the administration must be made five (5)  
18 days prior to the use of the day or days.  
19

20 Voluntary technical updating leaves of absence for the  
21 purpose of professional improvement will be available. Terms of  
22 the leaves, including beginning and ending dates and compensation  
23 and benefits, will be determined on an individual basis by the  
24 Superintendent or his/her designee after consultation with the  
25 involved instructor.  
26

27 D. A teacher engaged during the school day in negotiating on  
28 behalf of the Association with any representative of the Board  
29 shall be released from regular duties without loss of salary.  
30

31 E. The Board will maintain a policy to protect all employees  
32 from any claim arising from personal or property liability while  
33 in the pursuit of their employment responsibilities with the  
34 school district.  
35

ARTICLE VIII

LEAVES OF ABSENCE

3  
4  
5 A. Teachers will be granted twelve (12) sick leave days per year  
6 to be used for absences caused by illness or injury of the  
7 teacher, or illness of the immediate family that requires the  
8 teacher's personal attention. Immediate family shall include  
9 spouse, children and parents. Only personal illness or  
10 disability and/or emergency medical procedures are covered by  
11 this sick leave policy. Routine health examinations, dental  
12 appointments, or surgical procedures which might appropriately be  
13 scheduled during vacation or after school periods shall not be  
14 covered by this sick leave policy. Unused sick leave will be  
15 allowed to accumulate to one hundred sixty (160) days. Part-time  
16 employees will be granted pro-rated sick leave days.  
17

18 Effective beginning the second semester of the 2000-2001  
19 school year, teachers who do not use any sick days during a  
20 semester will receive \$150.00. Payment will be made using the  
21 regular LISD payroll system, within thirty (30) days of the end  
22 of the semester.  
23

24 Of these twelve (12) days, personal emergency and business  
25 leaves shall be limited to two (2) days per school year. These  
26 two (2) days are a part of sick leave and chargeable to sick  
27 leave. It is to be understood that these days may be taken only  
28 when it is impossible to conduct the business or handle the  
29 emergency during non-working hours/days. These days are not to  
30 be taken immediately prior to or following holidays or vacation  
31 periods, without prior approval of the administration. When  
32 possible, at least twenty-four (24) hours advance notice is to be  
33 given.  
34

35 Any teacher that can anticipate a prolonged disability  
36 which would cause the teacher to be absent from work for five (5)  
37 consecutive days or more, and for which s/he will use sick leave  
38 or Long Term Disability Insurance (such as scheduled surgery,  
39 other confinement to home or hospital, including maternity) shall  
40 notify the Assistant Superintendent - Career Technical Education  
41 in writing as soon as possible. The notification shall contain  
42 the projected days of absence. The Board reserves the right of  
43 written verification from the teacher's physician. The teacher  
44 must return to work as soon as the disability ends.  
45

46 Teachers returning from such leaves shall provide the  
47 Board with a physician's statement that they are medically  
48 able to return to their duties.  
49

50 The Association recognizes that abuse of sick leave is  
51 non-professional behavior and will caution its members that such  
abuse may result in disciplinary action including loss of pay.  
52

1 Also, pursuant to the Family and Medical Leave Act of 1993,  
2 an employee who has been employed at least 12 months and worked  
3 at least 1250 hours during the prior 12-month period, is entitled  
4 to 12 work weeks of leave during any 12-month period without pay,  
5 with the employee's health insurance coverage maintained in  
6 accordance with FMLA for one of the following reasons:

- 7  
8 a. due to the birth of the employee's child and/or to  
9 care for the employee's newborn child;  
10  
11 b. due to the placement of a child with the employee for  
12 adoption or foster care;  
13  
14 c. due to the need to care for the employee's spouse,  
15 child, or parent who has a serious health condition;  
16 or  
17  
18 d. due to a serious health condition that renders the  
19 employee incapable of performing the functions of his  
20 or her job.  
21

22 A serious health condition is defined by the law as an illness,  
23 injury, impairment, or physical or mental condition which  
24 involves (1) in-patient care in a hospital, hospice, or  
25 residential medical care facility or (2) continuing treatment by  
26 a health care provider. Any leave taken under this contract for  
27 the above purposes shall be charged against the employee's leave  
28 entitlement under the Family and Medical Leave Act.  
29

30 In accordance with the FMLA and its regulations, leave may  
31 be taken on an intermittent basis rather than all at once or the  
32 employee may work a part-time schedule.  
33

34 Eligible employees are entitled up to twelve (12) weeks  
35 during what would otherwise be an unpaid leave of absence. Where  
36 permitted by the FMLA, a teacher shall have the right to  
37 substitute paid leave for FMLA unpaid leave.  
38

39 An employee has the right to return to the same position or  
40 equivalent position with equivalent pay, benefits, and working  
41 conditions at the conclusion of the FMLA leave. The taking of  
42 FMLA leave cannot result in the loss of any benefit that accrued  
43 prior to the start of the leave.  
44

45 The twelve (12) month period will coincide with the  
46 contract year.  
47

48  
49 B. Teachers shall be granted one (1) personal leave day per  
50 school year subject to the following guidelines:  
51

- 52 1. No more than two (2) teachers shall be absent  
53 on a given day. Any exceptions shall be subject to the  
54 approval of the Principal.



2. Teachers will not be allowed to take their personal leave day on days before or after scheduled break; i.e., Thanksgiving, Christmas or Easter; on full or partial in-service days; on Sophomore Tour Days; on Eighth Grade Visitation; nor on Student Awards Assembly Day.
3. The Principal's approval of the day shall be granted in order of the request(s), subject to the above limitations.
4. When possible, at least twenty-four (24) hours advance notice is to be given.
5. Unused days shall be added to the teacher's accumulated sick leave.

C. The Board agrees to provide to full-time tenure teachers an insured income continuation plan for disability extending beyond the teacher's accumulated sick leave. The plan shall guarantee continuation of sixty (60) percent of the teacher's income from salary and supplemental income received from the Board, averaged monthly, including benefits received from primary and family social security, workers' compensation or any other employer-sponsored plan, including disability benefits received under the MPSERS insurance. Benefits shall begin ninety (90) calendar days after the teacher is disabled or upon the expiration of the teacher's sick leave benefits, whichever is greater. Benefits will continue to age sixty-five (65) for illness or accident.

D. Where a teacher's illness extends beyond his/her accumulated sick leave, the Board may require an examination by a physician of its choice, but such examination shall be at the Board's expense, and the teacher will be permitted to receive a copy of any such report furnished to the Board or its designated agent by said physician.

The Board, at its expense, may require a teacher to furnish a doctor's statement verifying illness if there is a misuse of sick leave.

If the District has cause to believe that a teacher is incapable of returning to work after an extended (five or more days) mental/nervous medical leave of absence, the District has the right to have the teacher undergo an examination by an independent Psychiatrist or Certified Psychologist, jointly selected by the District and the Association in consultation with the teacher.

E. All teachers employed are covered under Michigan workers' Compensation Law and are entitled to receive benefits as provided by law. Teachers shall continue to accumulate seniority up to a maximum of one additional full year in the position they were in at the time they qualified for workers' compensation. This



1 seniority accumulation shall be governed by the seniority  
2 definition in Article XVI.C.  
3

4 F. The Board shall inform each teacher of their accumulated sick  
5 leave at the beginning of each school year.  
6

7 G. In order to receive payment for any absence from employment  
8 it will be necessary for the teacher to designate the reason for  
9 being absent. It is expressly understood that in order to  
10 receive compensation for employment the employer has a right to  
11 assume that the employee will be present on the job and working.  
12

- 13 1. Death in immediate family: Teachers will be allowed to  
14 use up to five (5) days for death in the immediate  
15 family. Three (3) of these days will not be chargeable  
16 against sick leave upon prior approval of the  
17 administration. Immediate family shall be defined as  
18 mother, father, spouse, siblings, children, or such  
19 other person with whom the teacher has been in close  
20 association and whose illness or death has a real  
21 meaning to the teacher.  
22
- 23 2. Attendance at funerals of non-family members shall be  
24 limited to one-half (1/2) day per year. Additional  
25 attendance at funerals of non-family members shall be  
26 charged against personal emergency and business days.  
27
- 28 3. In order to be compensated for sick leave, the teacher  
29 shall call the district's designated answering machine  
30 number with name, date of absence, lesson plan  
31 activities and location of keys in the event of an  
32 absence due to personal or critical or emergency illness  
33 no later than 6:30 A.M. of the expected day of absence,  
34 so that a substitute may be obtained, unless  
35 circumstances make such notification impossible or  
36 unreasonable to do so. In the event such notification  
37 is not complied with, the teacher shall file with the  
38 Principal a written statement concerning the reasons for  
39 his/her failure to notify. Based upon these reasons,  
40 the Principal shall have the discretion to waive  
41 notification. Said waiver shall be in writing, a copy  
42 of which shall be sent to payroll. The following leaves  
43 of absence may be granted with pay and not charged  
44 against the teacher's accumulated sick leave, provided  
45 prior arrangements are made with the Principal:  
46
  - 47 a. Absence when the teacher is called for jury  
48 service. It is expressly understood that a teacher  
49 on jury duty shall return to his/her teaching  
50 functions within one hour after dismissal and that  
51 the teacher is also urged to request s/he be  
52 excused from jury duty since s/he is a public  
53 employee necessary to maintain the continuity of  
54 the educational process.

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

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

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

I. Unpaid Leaves:

1. A teacher shall be entitled to utilize an unpaid leave of absence for a disability even though s/he may have received sick leave for the same disability. Any teacher that can anticipate (a) a prolonged disability, or (b) a short disability followed by newborn child care, or (c) adoption followed by pre-school child care, and wishes to take an unpaid leave of absence, shall notify in writing the Assistant Superintendent-Career Technical Education as soon as possible. The notification shall contain the projected days of absence which shall not be more than one year.
2. The ending date of such requested leave shall coincide with the ending date of a school semester as much as possible.
3. Teachers returning from such leaves shall provide the Board with a physician's statement that they are medically able to return to their duties.
4. A teacher may make written application to return prior to the end of such a leave, but the Board shall be under no obligation to return the teacher unless a vacancy occurs for which the teacher is certified.
5. No experience credit or fringe benefits shall accrue to a teacher on unpaid leaves.
6. Extension of the leave shall be at the sole discretion of the Board. If an employee wishes an extension of the leave, s/he must make written request as soon as possible, but no later than sixty (60) working days before the expiration of the initially granted leave.
7. Upon expiration of the leave, the teacher shall be returned to his/her former position or another position for which s/he is certified.

1  
2 8. At least a month before the expiration date of the leave,  
3 the administration shall write to the teacher asking  
4 whether or not s/he will be returning from the leave. The  
5 teacher must respond in writing within ten (10) days of  
6 receipt of the letter whether or not s/he will return.  
7

8 9. Failure to return from a leave on the date specified in  
9 said leave, or failure to respond to the administrator's  
10 letter, shall be conclusively deemed a resignation unless  
11 mutually agreed by the Board and the teacher prior to said  
12 date.  
13

14 J. A teacher who has exhausted all sick leave herein above  
15 granted, and is not otherwise eligible for a leave of absence,  
16 may be granted a leave of absence without pay for a period not  
17 to exceed one (1) year at the discretion of the Board of  
18 Education.  
19

20 K. Other Absences: A teacher who is absent for reasons other than  
21 those above specified or in accordance with the above  
22 requirements shall be subject to the disciplinary action  
23 including the loss of compensation. In the event a loss of  
24 compensation is determined, the teacher's salary shall be  
25 diminished for each day of absence by dividing his/her base pay  
26 by 185. Further, in the event the teacher is absent without  
27 cause from other compensated activities, the compensation shall  
28 be reduced according to the amount of time lost in relation to  
29 the total time required of the position carrying extra  
30 compensation.  
31

32 L. Leave of absence without pay may be granted UPON application to  
33 and approval of the Board.  
34

#### 35 M. Sabbatical Leaves 36

37 1. Upon application, employees who have worked for the LISD for  
38 at least seven (7) years, may be granted a leave of absence  
39 for up to one (1) year to be spent for the advancement of  
40 professional skills; i.e., course work taken at an accredited  
41 college/university or for upgrading/retraining of technical  
42 skills. During said leave, all eligible insurance's shall  
43 be paid by the Board for the employee, not including payments  
44 for tax sheltered annuities as specified in Plans B and C.  
45

46 2. Upon completion of said leave, the employee shall return to  
47 the employ of the former position or a position of like  
48 nature and status and shall be placed at the same position on  
49 the salary schedule as s/he would have been had s/he worked  
50 in the District during that period.  
51

52 3. Any sabbatical leave of absence will be without pay and will  
53 be granted only upon application and approval by the Board of  
54 Education.

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

1  
2 ARTICLE IX  
3

4 VACANCIES, PROMOTIONS AND TRANSFERS  
5

6 A. The Board recognizes it is desirable in making assignments to  
7 consider the interest and aspirations of its teachers. Requests by  
8 a teacher for a transfer to a different class or position shall be  
9 made in writing to the Assistant Superintendent-Career Technical  
10 Education and one copy filed with the administration. The  
11 application shall set forth the reasons for transfer, the position  
12 sought, and the applicant's academic qualifications. Such requests  
13 shall be renewed once a year, preferably in the early spring, to  
14 assure active consideration by the Board.  
15

16 B. The Association recognizes that when vacancies occur during the  
17 school year, it may be difficult to fill them within the district  
18 without undue disruption to the existing instructional program. The  
19 Superintendent shall in his/her judgment determine such a vacancy  
20 may be filled on a temporary or tentative basis until the end of the  
21 normal school year, at which time the position will be considered  
22 vacant.  
23

24 C. Whenever a permanent or newly created vacancy in a teaching  
25 position shall occur as determined by the Board, the Board shall  
26 publicize same by giving notice of such vacancy to the President of  
27 the Association and provide for appropriate posting on the teachers'  
28 bulletin boards. Said vacancy shall not be permanently filled for a  
29 period of fifteen (15) days from the posting. During the summer  
30 months the posting notice shall be provided to all association  
31 members with their first paycheck following the posting date. Any  
32 teacher possessing the qualifications may apply for such position in  
33 writing to the Superintendent's office within the fifteen (15) day  
34 posting period. The Board agrees to consider professional  
35 background and attainment of all applicants, length of service and  
36 teaching, class level, area of specialization and other relevant  
37 factors.  
38

39 The Board agrees to post any vacant or newly create  
40 administrative or supervisory positions at least fifteen (15) days  
41 before it is filled except on an emergency basis. During the summer  
42 months the posting notice shall be provided to all association  
43 members with their first paycheck following the posting date.  
44

45 Changes in teaching assignments after May 25 will be made for a  
46 cause and upon notice to the teacher involved. The Assistant  
47 Superintendent-Career Technical Education or his/her designated  
48 representative will explain the reasons for changes in teaching  
49 assignments after the above specified date. It being understood  
50 that many contingencies may exist that would force a change in  
51 assignments outside the control of the administration.  
52



1 Any assignments in addition to the normal teaching schedule  
2 during the regular school year shall not be obligatory.

3  
4 The Board has the policy of filling all positions with the most  
5 qualified applicant from within or outside of the District whom the  
6 Board considers the most probable to have the greatest success in  
7 the position.

8  
9 D. Any teacher who shall be transferred to a supervisory or  
10 executive position and shall later return to a teacher status shall  
11 be entitled to retain such rights as s/he may have had under the  
12 Agreement prior to transfer to supervisory or executive status.  
13 Seniority rights are to remain at the same level established prior  
14 to promotion to supervisory or executive status.  
15

1  
2 ARTICLE X

3  
4 TEACHER EVALUATION

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

- 10  
11 1. Probationary teachers shall be observed for the purpose of  
12 evaluation at least three (3) times during the school year.  
13 These observations shall occur in the fall, winter and spring  
14 following a teacher's commencement of services. Tenure  
15 teachers shall be observed for the purposes of evaluation at  
16 least once every three (3) years. In the "off" years, an  
17 informal summary will be provided listing strengths and areas  
18 suggesting improvement.  
19
- 20 2. All evaluations shall be reduced to writing and a copy given  
21 to the teacher within ten (10) school days of the evaluation.  
22 If the teacher disagrees with the evaluation, s/he may submit  
23 a written answer which shall be attached to the file copy of  
24 the evaluation in question.  
25
- 26 3. Tenure teacher evaluations should be completed not later than  
27 May 1 of each year.  
28
- 29 4. No monitoring and observation for evaluation purposes will be  
30 done in a covert manner.  
31
- 32 5. All criticisms in evaluations should include specific  
33 recommendations on how to improve.  
34
- 35 6. Formal observations for evaluations must be at least thirty  
36 (30) minutes in length.  
37
- 38 7. The teacher and the administrator shall meet, if requested by  
39 the teacher or administrator, prior to an observation to  
40 provide the teacher with an opportunity to explain what the  
41 lesson plan will be during the observation.  
42
- 43 8. Within two (2) days of the observation the teacher may  
44 request the administrator to schedule a meeting with the  
45 teacher to discuss the observation. This meeting will be  
46 scheduled within five (5) school days of the request.  
47
- 48 The purpose of the meeting will be to allow the teacher the  
49 opportunity to clarify or explain the observation.  
50
- 51 9. Upon teacher request, an administrator will observe the  
52 teacher again to look for improvement in areas previously

1 criticized. An attachment, reflecting the administrator's  
2 new evaluation, shall be attached to the original.

3  
4 B. In addition to the administrator's evaluation of the teacher's  
5 performance, the teacher shall have the opportunity to do a  
6 self-evaluation with a copy to be attached to the evaluation done by  
7 the administrator.

8  
9 C. The use of standardized and required student testing results,  
10 placement and enrollment statistics in evaluation of the teacher  
11 shall be prohibited.

12  
13 D. Each teacher, upon request, shall have the right to review the  
14 contents of his/her own personnel file maintained by the school  
15 system. The review will be made in the presence of the  
16 administrator responsible for the safe-keeping of the file.  
17 Privileged information such as confidential credentials, letters of  
18 reference from universities, individuals, or previous employers are  
19 specifically exempted from such review. The administrator shall  
20 remove such credentials and confidential reports from the file prior  
21 to the review of the file by the teacher. A representative of the  
22 Association may be requested to attend such a review. After three  
23 (3) years, disciplinary material shall be removed from the personnel  
24 file provided there has not been a recurrence of the same type of  
25 incident.

26  
27 If a Freedom of Information Act (FOIA) request is received for a  
28 teacher's personnel file or personnel file information, the teacher  
29 will be notified of the request when it is received by an  
30 administrator. If the teacher indicates that she/he will challenge  
31 whether the information is disclosable under FOIA, the Board will  
32 take the maximum time permitted by the FOIA before it responds to  
33 the FOIA request.

34  
35 E. A teacher shall upon request be entitled to have present a  
36 representative of the local Association when s/he is being  
37 reprimanded, warned, or disciplined for an infraction of discipline  
38 or delinquency in professional performance of a serious nature. If  
39 and when such reprimand is to be made, the administration shall  
40 inform the teacher of his/her right to Association representation.  
41 Such notification shall constitute official notice to the teacher  
42 that the administration views this as a serious infraction which  
43 might reflect upon the competence of the teacher with respect to  
44 re-employment. When a request for such representation is made, no  
45 action shall be taken with respect to the teacher until such  
46 representation of the Association is present, and in no instance  
47 later than five (5) school days after the initiatory action by the  
48 administration. If, in the opinion of the administration, an  
49 emergency situation exists, s/he may issue a preliminary reprimand  
50 and shall file within two (2) days in writing a formal notification  
51 of the reprimand hearing with the teacher and the Association.

52  
53 F. No teacher shall be disciplined or dismissed without just cause.  
54 It is expressly understood that the right of the Board of Education

1 to review a probationary teacher's contract and to deny the renewal  
2 thereof is within the sole discretion of the Board of Education.  
3 Discipline or discharge shall be subject to the grievance procedure  
4 except where the Tenure Act shall apply, in which case the teacher  
5 shall have such rights as are afforded him/her under the Teacher's  
6 Tenure Act. Information forming the basis of disciplinary action or  
7 discharge will be made available to the teacher and the Association.  
8 Administrative evaluation shall not be subject to the grievance  
9 procedure.

10  
11 G. The Board will use the concept of progressive discipline in  
12 application of just cause in dealing with disciplinary matters.  
13 Under progressive discipline, the initial discipline for an  
14 infraction shall be commensurate with the severity of the  
15 infraction, with discipline of increased severity being used for  
16 repeated violations. The usual sequence may be warning, written  
17 reprimand, short unpaid suspension, and dismissal. This does not  
18 preclude more severe initial discipline for more severe violations.  
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ARTICLE XI

DISCIPLINE AND TEACHER PROTECTION

A. The Board adopted student discipline code shall become part of the Teacher's Handbook.

B. Consistent with Board policy the administration shall support teachers in maintaining school discipline.

C. All assaults by students upon teachers shall be immediately reported to the administration. The Board will assist the teacher in resolving the dispute with the student. The Board will provide the teacher with legal counsel in the event the teacher requests same and the Board determines the teacher has acted within the scope of Board policy. It is expressly understood that the providing of legal counsel will be handled by the Board of Education on an individual basis as determined by the circumstances.

D. Any written complaints made by a parent of a student against a teacher shall be immediately reported to the teacher involved. In the event a teacher is sued by reason of disciplinary action taken by the teacher against a student in accordance with Board policy, the Board will provide legal counsel as each individual case arises. Time lost by a teacher arising out of an assault shall not be charged against sick leave so long as the Board determines that the teacher has acted within the scope of Board policy. "Time lost" as above used shall be construed to mean absence from the job due to an injury arising from the assault and shall not extend beyond ninety (90) calendar days.



1  
2 ARTICLE XII  
3

4 ACADEMIC FREEDOM  
5

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

COMPLETION OF AGREEMENT

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

1  
2 ARTICLE XIV

3  
4 GRIEVANCE PROCEDURE

5  
6 A. A grievance shall be an alleged violation of the expressed terms  
7 of this contract.

8  
9 The following matters shall not be the basis of any grievance  
10 filed under the procedure outlined in this Article:

- 11  
12 1. The termination of teacher services or failure to  
13 re-employ any probationary teacher.  
14  
15 2. The placing of a non-tenure teacher on a third year of  
16 probation.  
17  
18 3. The termination of services or failure to re-employ any  
19 teacher to a position on the extracurricular schedule.  
20  
21 4. The contents of the teacher evaluation.

22  
23 It is expressly understood that the grievance procedure shall not  
24 apply to those areas in which the Tenure Act prescribes a procedure  
25 or authorizes a remedy (discharge and/or demotion).  
26

27 B. The Association shall designate two (2) representatives per  
28 building to handle grievances when requested by the grievant. The  
29 Board hereby designates the Principal of each building to act as its  
30 representative at Level One as hereinafter described, and the  
31 Assistant Superintendent - Career Technical Education or his/her  
32 designated representative to act at Level Two as hereinafter  
33 described.  
34

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

37  
38 D. Written grievances (see Appendix I) as required herein shall  
39 contain the following:

- 40  
41 1. It shall be signed by the grievant or grievants;  
42  
43 2. It shall be specific;  
44  
45 3. It shall contain a synopsis of the facts giving rise to the  
46 alleged violation;  
47  
48 4. It shall cite the section or subsection of this contract  
49 alleged to have been violated;  
50  
51 5. It shall contain the date of the alleged violation;  
52  
53 6. It shall specify the relief requested;

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2  
3 7. When the grievance is filed at Level Two, Three, and Four,  
4 the grievance(s) shall state the reason(s) why the  
5 disposition at the previous Level was not acceptable.

6 Any written grievance not substantially in accordance the above  
7 requirements may be rejected as improper. Such a rejection shall  
8 not extend the limitations hereinafter set forth.

9  
10 E. Level One: A teacher believing himself/herself wronged by an  
11 alleged violation of the express provisions of this contract shall  
12 within ten (10) days of its alleged occurrence, orally discuss the  
13 grievance with the Principal in an attempt to resolve same.

14  
15 If no resolution is obtained within three (3) days of the  
16 discussion, the teacher shall reduce the grievance to writing and  
17 proceed within five (5) days to Level Two.

18  
19 Level Two: A copy of the written grievance shall be filed with  
20 the Assistant Superintendent-Career Technical Education or his/her  
21 designated agent as specified in Level One with the endorsement  
22 thereon of the approval or disapproval of the Association. Within  
23 five (5) days of receipt of the grievance, the Assistant  
24 Superintendent or his/her designated agent shall arrange a meeting  
25 with the grievant(s) and/or the designated Association  
26 representative at the option of the grievant(s) to discuss the  
27 grievance. Within five (5) days of the discussion, the Assistant  
28 Superintendent or his/her designated agent shall render his/her  
29 decision in writing, transmitting a copy of the same to the  
30 grievant(s), the Association secretary, the building principal in  
31 which the grievance arose, and place a copy of same in a permanent  
32 file in his/her office. The Assistant Superintendent's decision  
33 shall include the reason(s) if s/he denies the grievance.

34  
35 If no decision is rendered within five (5) days of the  
36 discussion, or the decision is unsatisfactory to the grievant(s) and  
37 the Association, the grievant(s) may appeal same to the  
38 Superintendent by filing the written grievance along with the  
39 decision of the Assistant Superintendent not more than three (3)  
40 days from the date of the written decision of the Assistant  
41 Superintendent.

42  
43 Level Three: within five (5) days of the receipt of the  
44 grievance, the Superintendent or his/her designated agent shall  
45 arrange a meeting with the grievant(s) and/or the designated  
46 Association representative at the option of the grievant(s) to  
47 discuss the grievance. Within five (5) days of the discussion the  
48 Superintendent or his/her designated agent shall render his/her  
49 decision in writing, transmitting a copy of same to the grievant(s),  
50 the Association secretary, the Assistant Superintendent, the  
51 Principal, and place a copy of same in a permanent file in his/her  
52 office. The Superintendent's decision shall include the reason(s)  
53 if s/he denies the grievance.  
54

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

9  
10 Level Four: Upon proper application as specified in Three, the  
11 Board shall allow the teacher and his/her Association representative  
12 an opportunity to be heard at a meeting for which the grievance was  
13 scheduled. Within one (1) month from the hearing of the grievance  
14 the Board shall render its decision in writing. The Board may hold  
15 future hearings therein or otherwise investigate the grievance,  
16 provided, however, that in no event except with the express written  
17 consent of the Association shall final determination of the  
18 grievance be made by the Board more than one (1) month after the  
19 initial hearing.

20  
21 A copy of the written decision of the Board shall be forwarded  
22 to the Superintendent for permanent filing, the Principal, the  
23 Assistant Superintendent-Career Technical Education, the  
24 grievant(s), and the secretary of the Association.

25  
26 Level Five: In the event that the Association is not satisfied  
27 with the decision at Level Four, it may appeal the decision of the  
28 Board of Education to the American Arbitration Association in  
29 accordance with its rules, which shall likewise govern the  
30 arbitration hearing. The arbitration procedure is limited to the  
31 interpretation and application of the provisions of this Agreement  
32 and the arbitrator shall have no power to alter, add to or subtract  
33 from the terms of this Agreement. Both parties agree to be bound by  
34 the award of the arbitrator and agree that judgment thereon may be  
35 entered in any court of competent jurisdiction.

36  
37 The fees and expenses of the arbitration shall be shared equally  
38 by the parties.

39  
40 F. Should a teacher fail to institute a grievance within the time  
41 limits specified, the grievance will not be processed. Should a  
42 teacher fail to appeal a decision within the limits specified, or  
43 leave the employ of the Board (except a claim involving a remedy  
44 benefiting the grievant(s) regardless of his employment), all  
45 further proceedings on a previously instituted grievance shall be  
46 barred.

47  
48 G. Neither the LCEA nor the LVTEA shall have the right to initiate  
49 a grievance involving the right of a teacher or group of teachers of  
50 LVTEA without his/her/their express approval in writing thereon.

51  
52 H. All preparation, filing, presentation, or consideration of  
53 grievances shall be held at times other than when a teacher or a



1 participating association representative are to be at their assigned  
2 duty stations.

3  
4 I. Where no wage loss has been caused by the action of the Board  
5 complained of, the Board shall be under no obligation to make  
6 monetary adjustments.  
7

1  
2 ARTICLE XV

3  
4 MISCELLANEOUS

5  
6 A. The Association may deal with ethical problems arising under the  
7 Code of Ethics of the education profession in accordance with the  
8 terms thereon and the Board recognizes that the Code of Ethics of  
9 the education profession is considered by the Association and its  
10 membership to define acceptable criteria of professional behavior,  
11 but this will not preclude the right of the Board of Education to  
12 act independently if it is deemed necessary.

13  
14 B. This Agreement shall supersede any rules, regulations or  
15 practices of the Board which shall be contrary to or inconsistent  
16 with its terms contained in any individual teacher contracts  
17 heretofore in effect. All future individual teacher contracts shall  
18 be made expressly subject to the terms of this Agreement. The  
19 provisions of this Agreement shall be incorporated into and be  
20 considered part of the established policies of the Board.

21  
22 C. Copies of this Agreement shall be provided at the expense of the  
23 Board and presented to all teachers now employed or hereafter  
24 employed by the Board, plus two (2) extra copies for the  
25 Association's use.

26  
27 D. If any provision of this Agreement or any application of the  
28 Agreement to any employee or group of employees shall be found  
29 contrary to law, then such provision or application shall not be  
30 deemed valid and subsisting except to the extent permitted by law,  
31 but all other provisions or applications shall continue in full  
32 force and effect.

33  
34 E. This Agreement is the complete agreement between the parties in  
35 regard to items covered herein and may be altered, changed, added  
36 to, deleted from or modified only by mutual written consent of the  
37 parties.

38  
39 F. All new teaching personnel shall report for orientation at least  
40 one (1) day prior to the opening of school. This day of orientation  
41 is without compensation.  
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ARTICLE XVI

LAY OFF PROCEDURE

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

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

C. Seniority shall be determined as follows:

1. Continuous years of service as a teacher during the normal two shift operation in the Vo-Tech program within the past twenty (20) years; number of years times one.
2. Teaching experience at Vo-Tech in subject matter within the past ten years; number of years times one.
3. Non-teaching experience in subject matter; number of years times .5 (experience granted as per State Department of Education ruling).

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

Credit under this section shall be limited to a maximum of five (5) years of non-teaching experience. Teacher assistants shall be granted one-half year of non-teaching experience for each year worked at the Vo-Tech Center, subject to the above restrictions.

4. Seniority for persons on Annual Authorization shall count only when being compared with the seniority of other persons on Annual Authorization.

- 1
- 2
- 3 5. A teacher shall receive credit for one (1) year of
- 4 experience for the purpose of determining seniority if s/he
- 5 teaches a minimum of one-hundred twenty-five (125) paid
- 6 days.
- 7
- 8 6. Part-time teachers teaching one-half time or greater on a
- 9 daily basis shall accumulate seniority credit as a full-time
- 10 teacher. Part-time certified teachers teaching less than
- 11 one-half time on a daily basis shall not accumulate
- 12 seniority. Part-time teachers on Annual Authorization
- 13 teaching less than one-half time on a daily basis shall
- 14 accumulate seniority credit as a full-time teacher for up to
- 15 a maximum of two (2) years and no credit after that point.

16 D. In order to promote an orderly reduction in personnel whenever

17 layoff is necessary, the following procedure will be used:

18

- 19 1. Probationary teachers will be laid off first where any
- 20 employee who had acquired any seniority and whose position
- 21 has been curtailed is certified to perform the services of
- 22 the probationary teacher.
- 23
- 24 2. Tenure teachers will be laid off in reverse order of
- 25 seniority. If two or more people have regular vocational
- 26 certification, or two or more people have Annual
- 27 Authorization for a particular position, the one receiving
- 28 the highest total number of points by adding number 1, 2, and
- 29 3 of Section C. above will have the greatest seniority and,
- 30 therefore, will get the position. The one with the lowest
- 31 number of points will be laid off.
- 32
- 33 3. If seniority points are at the maximum (20) with C.1. and
- 34 C.2. above, between two people involved in layoff, the one
- 35 with the most years of continuous service in the Vo-Tech
- 36 program as a teacher will be deemed to have the most
- 37 seniority.
- 38
- 39 4. Layoffs shall only be effective at the beginning of the
- 40 school year - with thirty (30) calendar-day notice.
- 41

42 E. Recall: Seniority teachers shall be recalled to employment in

43 inverse order to layoff for new positions opening as determined by

44 the programs offered by the Board, for which they are certified.

45 Teachers who were laid off during a contract year shall be

46 considered as having completed the contract year for purposes of

47 placement on the salary scale in the event of recall if employed for

48 more than 146 days; if employed for 51-145 days, the teacher shall

49 be credited with one-half (1/2) year experience; if less than 50

50 days, no experience credit will be given.

51

52 Employees who are notified of recall by certified mail at the

53 teacher's last address, which the teacher shall maintain with the

54 central office, and fail to respond within five (5) days or who fail

1 to report for duty within fifteen (15) days of recall notice, shall  
2 be considered as resigned.

3  
4 However, tenure teachers on layoff who are employed under  
5 contract by another Michigan school district may decline recall  
6 without forfeiting their right of recall for up to three (3) years  
7 following the effective date of layoff.

8  
9 The probationary teacher lay off listing shall be kept by the  
10 Board for a period of two (2) years. Thereafter, the probationary  
11 teacher shall lose his/her right to recall. Tenure teachers shall  
12 retain the right to recall in accordance with the Michigan Teachers  
13 Tenure Act.

14  
15 F. All individual employment contracts executed between the teacher  
16 and the Lenawee Intermediate School District are subject to the  
17 terms and conditions of this Article. All provisions of a teacher's  
18 individual contract of employment shall terminate upon layoff and  
19 the teacher shall not be entitled to salary payment.

20  
21 G. The Board, by October 1, 1983, shall provide all employees with  
22 a correct seniority list and explanation of how seniority is  
23 determined. Employees shall have fifteen (15) days after receipt of  
24 the list to notify the Board and the Association of any disagreement  
25 with the list. Within fifteen (15) additional days, the Board and  
26 the Association shall meet to agree to confirm or correct the  
27 seniority list. Any dispute between the parties shall be subject to  
28 the grievance procedure. If agreement is reached, the list shall be  
29 signed by both parties and the information on that list will not be  
30 challenged by the Association or its members.

31  
32 By October 1st of each succeeding year the process shall be  
33 repeated for all new hires not on the previous list.  
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ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of the 31st day of August, 2000, and shall continue until twelve o'clock midnight on the thirty-first day of August, 2003.

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

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

By: J. Donald Bush  
President

Steph Clark  
Secretary

Lenawee Vo-Tech Education Association

By: Janey Hill  
President

Jan Sprenger  
Secretary

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ARTICLE XVIII

MASTER/MENTOR TEACHERS

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall preferably be a member of the bargaining unit who, as part of his/her assignments, has agreed to accept the role of Mentor teacher. Participation as a Mentor shall be voluntary.
- B. The Mentor Teacher shall be available to provide professional support, instruction and guidance in a non-threatening, collegial manner. Because the purpose of the Mentor/Probationary teacher relationship is to provide the probationary teacher the necessary assistance toward the end of quality instruction, the Board and the Association agree that the relationship shall not include any supervisory or evaluative functions.

Upon request, the Administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. The Administration may opt to have a substitute teacher cover his/her assignment. Where possible, the Mentor Teacher and Mentee shall have common preparation time.

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LVTEA

SCHEDULE A

1. The Board's designated representative will evaluate past non-teaching occupational and teaching experience in determining placement on the salary schedule.

Teachers shall advance to the proper column upon completion of relevant semester hours of college credit. Relevant semester hours of college credit shall be defined as any coursework in the education field and/or their curriculum area. Salary adjustments will be made upon receipt of an official transcript from a college or university. For the 1999-2000 school year this adjustment will begin upon ratification of the 1999-2000 agreement. For all other school years, this adjustment will only be made at the beginning of the school year only upon receipt of an official transcript from a college or university.

The Board will endeavor during the open enrollment period to have the MESSA Field Representative, the LISD benefits coordinator, and a representative of the SET/SEG Section 125 plan, meet with LVTEA staff members to answer questions regarding benefits. All documents are to be returned to the business office by the end of the enrollment period.

2. The Employee may select one of the following plans provided by the Board:

PLAN A: This plan may be chosen by an employee rather than taking PLAN B or PLAN C.

1. MESSA - Super Care I Health Insurance with Blue Cross/Blue Shield of Michigan as the underwriter.

- a. Beginning April 01, 2001, the MESSA Super Care I component of Plan A shall include a \$100.00 deductible for single coverage and \$200.00 deductible for self and spouse and full family coverage. It shall also have a \$5.00 co-pay for prescription drugs.

2. Delta Dental: Class I-100%/80%; Class II-80%; Class III (Orthodontic Rider) -80% (max. \$1300).

3. Life Insurance: \$17,000 with accidental death and dismemberment.

4. Vision Insurance: VSP2

5. Long Term Disability: The specifications of the Long Term Disability Program shall be as follows: 60%; \$5,000 monthly maximum; 90 calendar days -- modified fill; maternity

1 coverage; preexisting condition waiver; freeze on offsets;  
2 alcoholism/drug same as any other illness; mental/nervous  
3 same as any other illness cost of living benefit; 3 year own  
4 occupation.  
5

6 PLAN B: This plan may be chosen by an employee rather than taking  
7 Plan A or Plan C.  
8

- 9 1. Delta Dental: Class I-100%/90%; Class II-90% Class III  
10 (Orthodontic Rider)-90% (maximum \$1500).  
11
- 12 2. Life Insurance: \$37,000 with accidental death and  
13 dismemberment.  
14
- 15 3. Vision Insurance: VSP3  
16
- 17 4. An employee electing Plan B shall be entitled to receive a  
18 cash option of \$100 per month. To provide this benefit, the  
19 Board shall formally adopt a qualified plan document pursuant  
20 to Section 125 of the Internal Revenue Code. The cash option  
21 received by the employee may be utilized to purchase a tax  
22 deferred annuity.  
23
- 24 5. Long Term Disability: The specifications of the Long Term  
25 Disability Program shall be as follows: 60%; \$5,000 monthly  
26 maximum; 90 calendar days -- modified fill; maternity  
27 coverage; preexisting condition waiver; freeze on offsets;  
28 alcoholism/drug same as any other illness; mental/nervous  
29 same as any other illness; cost of living benefit; 3 year own  
30 occupation.  
31

32 Employees shall not seek dual coverage through the Board if  
33 covered elsewhere or through spouse's employment. If an employee  
34 leaves or is terminated during the year, his/her insurance  
35 coverage will be terminated in thirty (30) days after leaving.  
36

37 PLAN C: This plan may be chosen by an employee rather than taking  
38 PLAN A or PLAN B.  
39

- 40 1. MESSA Term Life Insurance of \$56,500 with accidental death  
41 and dismemberment.  
42
- 43 2. An employee electing Plan C shall be entitled to receive a  
44 cash option in an amount equal to the MESSA Super Care II  
45 single premium rate. To provide this benefit, the Board  
46 shall formally adopt a qualified plan document pursuant to  
47 Section 125 of the Internal Revenue Code. The cash option  
48 received by the employee may be utilized to purchase a tax  
49 deferred annuity.  
50
- 51 3. Long Term Disability: The specifications of the Long Term  
52 Disability Program shall be as follows: 60%; \$5,000 monthly  
53 maximum; 90 calendar days -- modified fill; maternity  
54 coverage; preexisting condition waiver; freeze on offsets;

1 alcoholism/drug same as any other illness; mental/nervous  
2 same as any other illness; cost of living benefit; 3 year own  
3 occupation.  
4

- 5 3. Thirty dollars (\$30) per day will be paid for accumulated sick  
6 leave upon terminal retirement, up to a maximum of three thousand  
7 five-hundred (\$3,500.00) dollars.  
8
- 9 4. Teachers shall be entitled to mileage reimbursement when driving  
10 their own vehicle in execution of their teaching duties, being  
11 understood that this does not include driving from home to  
12 school. Such driving and reimbursement shall be approved by the  
13 Board or its authorized agents, and proper verification shall be  
14 submitted to the business office. Reimbursement to be calculated  
15 as follows: Reimbursement for approved school district mileage  
16 shall be the maximum amount allowed by the IRS which does not  
17 have to be reported to the IRS as part of gross income (as of  
18 01/01/01, the amount is \$.345 per mile). The reimbursement  
19 rate will be adjusted by the Board within 30 days of notification  
20 of change in the IRS maximum reimbursement rate.  
21
- 22 5. The Board will pay for extra duty (before and after regular  
23 hours) co-op assignments as follows:  
24
- 25 a. All co-op placements shall be approved by the administration.
  - 26
  - 27 b. Coordinators will be paid for those students who have been  
28 placed on co-op on or before the 10th of the month.
  - 29
  - 30 c. Reimbursement for extra duty co-op assignments will be an  
31 amount equal to \$10.00 per student per month.  
32
- 33 6. The Board will pay for extra duty (after the regular hours and  
34 days) as follows: See Letter of Understanding for Extra Duty  
35 dated January 5, 2000.  
36
- 37 7. LVTEA members will have access to the LISD Section 125 Cafeteria  
38 Plan which includes provisions for medical reimbursement and  
39 dependent care reimbursement per LISD policies and procedures.  
40 Open enrollment for the Section 125 Cafeteria Plan will be made  
41 available upon ratification of the 1999-2000 school year  
42 contract.



LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA  
2000-01 TEACHER SALARY SCHEDULE

<u>STEPS</u>	<u>VOC. CERT OR BA/BS</u>	<u>BA/BS+15</u>	<u>BA/BS+30</u>	<u>BA/BS+45</u>
0	\$29,697	\$31,179	\$32,668	\$33,803
1	30,993	32,510	33,965	35,145
2	32,375	33,897	35,315	36,541
3	33,821	35,341	36,750	38,027
4	35,364	36,887	38,247	39,577
5	36,977	38,500	39,842	41,228
6	38,706	40,220	41,544	42,989
7	40,511	42,056	43,361	44,869
8	42,404	44,022	45,301	46,878
9	44,427	46,122	47,418	49,069
10	46,634	48,373	49,682	51,411
11	49,102	50,786	52,103	53,917
12			54,702	56,608
15			55,303	57,229
20			56,602	58,574
25			57,948	59,968

LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA  
2001-02 TEACHER SALARY SCHEDULE

<u>STEPS</u> =====	<u>VOC. CERT OR BA/BS</u> =====	<u>BA/BS+15</u> =====	<u>BA/BS+30</u> =====	<u>BA/BS+45</u> =====
0	\$30,920	\$32,451	\$33,988	\$35,160
1	32,258	33,825	35,327	36,546
2	33,685	35,257	36,720	37,987
3	35,178	36,748	38,202	39,521
4	36,772	38,344	39,748	41,121
5	38,437	40,009	41,395	42,826
6	40,222	41,785	43,152	44,644
7	42,086	43,681	45,028	46,586
8	44,040	45,710	47,031	48,659
9	46,129	47,879	49,217	50,921
10	48,408	50,203	51,555	53,340
11	50,955	52,694	54,055	55,928
12			56,738	58,706
15			57,358	59,347
20			58,699	60,735
25			60,089	62,175

LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA  
2002-03 TEACHER SALARY SCHEDULE

<u>STEPS</u>	<u>VOC. CERT OR BA/BS</u>	<u>BA/BS+15</u>	<u>BA/BS+30</u>	<u>BA/BS+45</u>
0	\$32,183	\$33,764	\$35,351	\$36,561
1	33,564	35,182	36,733	37,991
2	35,038	36,661	38,172	39,480
3	36,579	38,201	39,702	41,064
4	38,225	39,848	41,298	42,716
5	39,944	41,568	42,999	44,476
6	41,788	43,401	44,813	46,354
7	43,712	45,358	46,750	48,358
8	45,729	47,454	48,818	50,499
9	47,887	49,693	51,074	52,834
10	50,239	52,093	53,488	55,332
11	52,870	54,665	56,069	58,003
12			58,840	60,872
15			59,480	61,534
20			60,865	62,968
25			62,300	64,453

LENAWEE INTERMEDIATE SCHOOL DISTRICT

APPENDIX I  
12/13/89

GRIEVANCE REPORT FORM - LVTEA

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

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

Building	Assignment	Name of Grievant

LEVEL ONE

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

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

3. Relief Sought

Signature

Date

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

Signature of Supervisor or Principal

Date

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

<b>Signature of Grievant</b>			
<b>Date</b>			
<b>Association Approval</b>		<b>Disapproval</b>	
<b>Signature of Association Rep.</b>			
<b>Date</b>			

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



**LEVEL THREE**

A. Date Received by Superintendent

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

Signature of Superintendent

Date

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

Signature of Grievant

Date

**LEVEL FOUR**

A. Date Received by Board of Education or Designee

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

Signature of Board Rep.

Date

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

Signature of Grievant

Date

**LEVEL FIVE**

A. Date Submitted to State Labor  
Mediation Board

B. Disposition of Mediation Board

Signature of Mediator

Date

**LEVEL SIX**

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator

Signature of Arbitrator

Date

**LVTEA/LISD**  
**2000-2001 School Calendar**  
 182 Student Days; 186 Staff Days

**JULY 2000**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

4<sup>th</sup> of July

**JANUARY 2001**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

New Year's-1st

**AUGUST 2000**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1<sup>st</sup> Day for  
Students-28th

**FEBRUARY 2001**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

Mid-Winter Break  
Day-23rd

**SEPTEMBER 2000**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Labor Day-4th

**MARCH 2001**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**OCTOBER 2000**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**APRIL 2001**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Spring Break-9-16  
Good Friday-13th  
Easter-15th

**NOVEMBER 2000**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Thanksgiving-  
23rd

**MAY 2001**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Memorial Day-  
28th

**DECEMBER 2000**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Christmas-25th

**JUNE 2001**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	<del>8</del>	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Last Day for Students  
& Staff-8th

PROFESSIONAL DEVELOPMENT DAYS – 8/15 (FULL) 8/16 (FULL) 8/25 (1/2) 9/25 (FULL) 9/26 (1/2)

Codes:   = Vacation Days   = Staff Day

**LVTEA/LISD**  
**2001-2002 School Calendar**  
 183 Student Days; 188 Staff Days

**JULY 2001**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4<sup>th</sup> of July

**AUGUST 2001**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	<del>27</del>	28	29	30	31	

1<sup>st</sup> Day for Students-27th

**SEPTEMBER 2001**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Labor Day-3rd

**OCTOBER 2001**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**NOVEMBER 2001**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Thanksgiving-22nd

**DECEMBER 2001**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Christmas-25th

**JANUARY 2002**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

New Year's-1st

**FEBRUARY 2002**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

**MARCH 2002**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Good Friday-29th  
Easter-31st

**APRIL 2002**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Spring Break-1<sup>st</sup>-5th

**MAY 2002**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Memorial Day-27th

**JUNE 2002**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	<del>10</del>	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Last Day for Students & Staff-10th

PROFESSIONAL DEVELOPMENT DAYS- 8/22 (FULL), 8/23 (FULL), 8/24 (1/2), 1/21 (1/2), 2/22 (FULL), 1 IND. PROF. DEV. DAY

Codes:  = Vacation Days  = Staff Day

**LVTEA/LISD**  
**2002-2003 School Calendar**  
 184 Student Days; 188 Staff Days

**JULY 2002**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4<sup>th</sup> of July

**JANUARY 2003**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

New Year's-1st

**AUGUST 2002**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	<del>26</del>	27	28	29	30	31

1<sup>st</sup> Day for Students-26th

**FEBRUARY 2003**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

**SEPTEMBER 2002**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Labor Day-2nd

**MARCH 2003**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**OCTOBER 2002**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**APRIL 2003**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Spring Break-  
3/31-4/4/2003

Good Friday-18th  
Easter-20th

**NOVEMBER 2002**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Thanksgiving -  
28th

**MAY 2003**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Memorial Day-26th

**DECEMBER 2002**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Christmas-25th

**JUNE 2003**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	<del>10</del>	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Last Day for Students  
& Staff-10th

PROFESSIONAL DEVELOPMENT DAYS – 8/22 (FULL), 8/23 (1/2), 1/20 (1/2), 2/28 (FULL)  
 2 (1/2 DAYS OUT OF INSTRUCTION FOR PROF. DEV.) + 1 IND. PROF. DEV. DAY

Codes: □ = Vacation Days ○ = Staff Day



DEPARTMENT OF EDUCATION

TEACHERS' TENURE

Act 4 of 1937 (Ex. Sess.)

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

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

The People of the State of Michigan enact:

ARTICLE I.  
DEFINITIONS.

§38.71 Teacher; definition.

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

(2) An individual who is not certificated but is employed for a full school year pursuant to section 1233b of the revised school code, \*\*\* Act No. 451 of the Public Acts of 1976, being section 380.1233b of the Michigan Compiled Laws, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined in state board rule, is considered to be a teacher for the purpose of serving the probationary period under article II, <sup>1</sup> but such an individual is not considered a teacher for the purpose of continuing tenure under article III<sup>2</sup> until he or she becomes certificated.

(3) An individual employed as a teacher in a public school academy established under \*\*\* Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 of the Michigan Compiled Laws, is not considered a teacher during that employment for the purpose of continuing tenure under article III. However, an individual described in section 1(4) of article III<sup>3</sup> is a teacher for the purpose of retraining continuing tenure as described in that section.

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

<sup>1</sup>Section 38.81 et seq.

<sup>2</sup>Section 38.91 et seq.

<sup>3</sup>Section 38.91(4).

§38.72 Certificated; definition.

Sec. 2. The term "certificated" means holding a valid teaching certificate, as defined by the state board of education. For the purpose of this section, an individual is considered to be holding a valid teaching certificate if the individual has on file with

his or her employing school district either an appropriate teaching certificate issued by the state board of education or, if the individual's application for a teaching certificate has not been confirmed or rejected by the state board, written evidence from the individual's teacher education college that he or she meets the requirements described in section 1535 of the school code of 1976, Act No. 451 of the Public Acts of 1976, being section 380.1535 of the Michigan Compiled Laws.

§38.73 Controlling board; definition.

Sec. 3. As used in this act, "controlling board" means all boards having the care, management, or control over public school districts and public educational institutions other than a public school academy established under \*\*\* the revised school code, \*\*\* Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 of the Michigan Compiled Laws.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.73.

§38.74 Demote; definition.

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

§38.75 School year; definition.

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

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.75.

ARTICLE II.  
PROBATIONARY PERIOD.

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

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

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

(3) A teacher on continuing tenure as of the effective date of the amendatory act that added this subsection continues to

be on continuing tenure even if the teacher has not served for at least 4 full school years of employment.

§38.82 Probationary period; limitation, extension.

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

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

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

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

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

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

§38.84 Probationary period; portions of act inapplicable.

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

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

ARTICLE III.  
CONTINUING TENURE.

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

Sec. 1. (1) After the satisfactory completion of the probationary period, a teacher shall be employed continuously by the controlling board under which the probationary period has been completed, and shall not be dismissed or demoted except as specified in this act.

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

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

(4) If a teacher employed in a public school academy established under \* \* \* the revised school code, \* \* \* Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 of the Michigan Compiled Laws, is on leave of absence from a school district and was on continuing tenure in the school district at the time he or she began the leave of absence, the teacher retains continuing tenure in that school district during the period he or she is employed in the public school academy.

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

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

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

reemploy a teacher in any such capacity upon the termination of any such contract of employment described in this subsection shall not be considered to be a demotion under this act. The salary in the position to which the teacher is assigned shall be the same as if the teacher had been continuously employed in the newly assigned position. Failure of a controlling board to so provide in any such contract of employment of a teacher in a capacity other than a classroom teacher shall be considered to constitute the employment of the teacher on continuing contract in the other capacity and subject to this act.

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

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

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

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

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

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

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

Sec. 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause and only as provided in this act. This act does not prevent any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the public school employees retirement act of 1979, Act No. 300 of the Public Acts of 1980, being sections 38.1301 to 38.1408 of the Michigan Compiled Laws, or, having established a reasonable retirement age policy, from temporarily continuing on a year-to-year basis on criteria equally applied to all teachers the contract of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

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

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

§38.103 Suspension of teacher pending decision; compensation.

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

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

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

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

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

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

§38.104. Hearing; rules and regulations.

Sec. 4. (1) A teacher on continuing tenure may contest the controlling board's decision to proceed upon the charges against the teacher by filing a claim of appeal with the tenure commission and serving a copy of the claim of appeal on the controlling board not later than 20 days after receipt of the controlling board's decision. The controlling board shall file its answer with the tenure commission and serve a copy of the answer on the teacher not later than 10 days after service of the claim of appeal. If the teacher does not contest the controlling board's decision in the time and manner specified in this subsection, the discharge or demotion specified in the charges takes effect and the teacher shall be considered to have waived any right to contest the discharge or demotion under this act.

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

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

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

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

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

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

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

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

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

(f) The administrative law judge may subpoena witnesses and documentary evidence on his or her own motion, and shall do so at the request of the controlling board or the teacher. If a person refuses to appear and testify in answer to subpoena issued by the administrative law judge, the party on

whose behalf the subpoena was issued may file a petition in the circuit court for the county in which the hearing is held for an order requiring compliance. Failure to obey such an order of the court may be punished by the court as contempt.

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

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

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

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

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

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

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

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

(7) A party aggrieved by a final decision and order of the tenure commission may appeal the decision and order to the



court of appeals in accordance with the Michigan court rules within 20 days after the date of the decision and order.

§38.104a. Hearing where witness testifies as alleged victim of sexual, physical, or psychological abuse; definitions; use of dolls or mannequins; support person; notice; ruling on objection exclusion of persons not necessary to proceeding; section additional to other protections or procedures; hearings to which section applicable; effective date.

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

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

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

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

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

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

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

(i) A person under 15 years of age.

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

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

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

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

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

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

(7) This section applies to hearings beginning on or after January 1, 1988.

(8) This section shall take effect January 1, 1988.

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

§38.105 Necessary reduction in personnel; first vacancy.

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

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

§38.111 Resignation or leave of absence; notice required.

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

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.111.

§38.112 Leave of absence; physical or mental disability.

Sec. 2. Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed 1 year, subject to renewal at the will of the board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling board for a period not to exceed 1 year: Provided further, That any teacher so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence in accordance with the provisions for a hearing in article 4, section 4 of this act: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept 1, 1937;-CL 1948, 38.112.

#### ARTICLE VI. RIGHT TO APPEAL.

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



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

#### ARTICLE VII. STATE TENURE COMMISSION.

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

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

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

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

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

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

§38.133 Tenure commission; geographical qualifications of members.

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

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

§38.134 Tenure commission; qualifications of teacher member.

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

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

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

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

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

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

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

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

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

§38.137 Tenure commission; powers.

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

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

§38.138 Tenure commission; compensation and expenses.

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

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

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

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

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

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

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

for the conduct of its affairs in such manner as shall be consistent with the provisions of this act.

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

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

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

#### ARTICLE VIII. DISTRICTS.

§38.1511 Application of act.

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

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.151;-AM 1964, Act 2, Eff. Aug. 28, 1964.

#### ARTICLE IX. PENALTY.

§38.161 Violation of act; penalty.

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

#### ARTICLE X. INCONSISTENT ACTS.

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

§38.172 Teachers; waiver of rights in contracts prohibited.

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

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

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

#### ARTICLE XII.

§38.191 Effective date.

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

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

1/5/00  
JK  
RJR

# Letter of Understanding for Extra Duty

"This agreement is entered into this fifth day of January, 2000, by and between Lenawee County Education Association - Vo Tech Education Association, MEA/NEA (the "Association"), and the Lenawee Intermediate School District (the "Board"), Adrian, Michigan.

Whereas, the parties agree to pay for extra duty work, the parties agree that:

1. Extra duty work will be worked after the regular workhours and workdays.
2. The board will pay for extra duty work for 1999-2000 school year for an additional 1 hour per day to equal 7 work hours per day and an additional 5 workdays for a total of 190 days for a stipend of \$4350 (pro-rated).
3. The board will pay for extra duty work for 2000-01 school year for an additional 1-hour per day to equal 7 work hours per day and an additional 10 workdays for total of 195 days for a stipend of \$5100.
4. The board will pay for extra duty work for 2001-02 school year for an additional 1-hour per day to equal 7 work hours per day and an additional 15 workdays for a total of 200 days for stipend of \$5500.
5. Staff agreeing to extra duty work shall commit to the three year plan as outlined above.
6. Staff accepting the three year extra duty work shall work an equivalent of an additional 1 hour per workday, a minimum of 35 hours per week and additional workdays as described above.
7. The extra duty work may be worked using a flexible work schedule, with a pre-approved written work plan, final review and report of outcomes.
8. The Vo Tech Administration reserves the right to review outcomes and determine an individual's future participation in extra duty work.
9. The Vo Tech principal will work with a committee of Vo Tech teachers to assess the effectiveness of the extra duty work plan as described above. The principal will solicit volunteers for the committee to be formed thirty (30) days after ratification of the Master Agreement.
10. The committee will provide ongoing feedback for the extra duty work plans."

For the Association: Janet R Kaellat Date: 2-17-00

For the Association: Janet R Kaellat Date: 3/7/00

For the Board: Joseph C. [Signature] Date: 2/3/00

For the Board: J. W. Donald Bush Date: 2/3/00

1/5/00  
JK  
RF

### Letter of Understanding

"This agreement is entered into this fifth day of January, 2000, by and between Lenawee County Education Association - Vo Tech Education Association, MEA/NEA (the "Association"), and the Lenawee Intermediate School District (the "Board"), Adrian, Michigan.

Whereas, the parties agree to add a position to the Recognition Clause of the Master Agreement, the parties agree to:

1. Add Future Directions Coordinator for the 1999-00 school year.
2. In the event the Future Directions Coordinator position will continue for subsequent school year(s), the position will be posted and it will not be part of the Recognition Clause."

For the Association: James R. Kaelith Date: 2-17-00  
 For the Association: James R. Kaelith Date: 3/7/00  
 For the Board: Stephen A. L... Date: 2/3/00  
 For the Board: Y. Donald Bush Date: 2-3-00





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