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8/15/99

Professional Agreement

between the

**Livonia
Public Schools
School District**

and the

**Livonia
Education
Association**

1997-1999

Livonia Public Schools

PROFESSIONAL AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND THE
LIVONIA EDUCATION ASSOCIATION

1997-99

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PROFESSIONAL AGREEMENT
 BETWEEN THE
 LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
 AND THE
 LIVONIA EDUCATION ASSOCIATION

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PROFESSIONAL AGREEMENT
BETWEEN THE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
AND THE
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ARTICLE I - AGREEMENT

This Agreement entered into this 3rd day of March 1997, and becoming effective August 15, 1997, by and between the Livonia Education Association-Michigan Education Association/National Education Association as hereinafter called the "ASSOCIATION" and the Livonia Public Schools, hereinafter called the "BOARD".

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

ARTICLE II - RECOGNITION

Section A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all certified and non-certified teaching personnel, whether under contract, on leave, employed by the BOARD, or upon employment by the BOARD, including primarily, but not limited to teacher certificated professional personnel, and specifically including all classroom teachers, guidance-counselors, media specialists, department chairpersons, high school directors, psychologists and diagnosticians, social workers, special education teachers, helping teachers, speech, hearing and orthopedic teachers or therapists, occupational therapists, physical therapists, advising or critic teachers, teachers of the homebound or hospitalized, learning specialists and teaching consultants, whether or not assigned to a building, but excluding substitutes, administrators, supervisors, coordinators, executive personnel and supervisory consultants, and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.

The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the ASSOCIATION in the bargaining or negotiating units as defined.

Section B. The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

ARTICLE III - EXTENT OF AGREEMENT

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

Section B. Any and all individual contracts between the BOARD and teachers shall be subject to and consistent with this Agreement. If any individual contract contains language inconsistent with the terms of this Agreement, this Agreement, during its period in force, shall be controlling.

Section C. This Agreement shall supersede any rules, regulations, or practices of the BOARD which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the BOARD.

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

ARTICLE IV - ASSOCIATION RIGHTS

Section A. The ASSOCIATION and its representatives shall have the right to use school building facilities at all reasonable hours for meetings without charges, provided that when special custodial service is required the BOARD may make reasonable charges as provided in the Building Use Policies. The principal may designate a suitable and adequate place if there would be a conflict with other scheduled activities.

Section B. Duly authorized representatives of the ASSOCIATION and its respective affiliates shall be permitted to transact official ASSOCIATION business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section C. The BOARD agrees to provide printing shop and data processing services to the ASSOCIATION and permit the ASSOCIATION to use school equipment under the usual Building Use Policies, as long as it does not interfere with the regular operation of the school programs. Such services shall be paid for in full by the ASSOCIATION at the rates established by the BOARD.

Section D. The ASSOCIATION shall have the exclusive right as a teacher organization to post notices of activities and matters of ASSOCIATION concern on teacher bulletin boards. At least a portion of one or more shall be provided in each school building solely for that purpose. Such communications to employees shall be posted only on the bulletin board so designated. The ASSOCIATION shall have the exclusive right as a teacher organization for the use of teacher mailboxes for communications to teachers. Any communication posted on a bulletin board, sent through school means of distribution, or placed in employee boxes by the ASSOCIATION, shall have proper identification of the ASSOCIATION. Except for the ASSOCIATION's elections, political campaign literature shall not be posted on school bulletin boards or distributed through school mails by the ASSOCIATION or any of its members, nor shall school facilities or equipment be used in any manner for political purposes by the ASSOCIATION, unless approved by the Superintendent. All sections of this Article shall apply to both buildings and central office and to persons working where regular mailboxes do not exist.

Section E. The BOARD agrees to furnish the ASSOCIATION, on request, all available information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, register of certificated personnel, preliminary budget requirements and allocations, including county allocation board budgets, agenda and minutes of all BOARD meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the ASSOCIATION in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the ASSOCIATION to process any grievance or complaint. Nothing contained in the above shall be construed to require that the BOARD provide such information in any form other than it would normally be provided to the BOARD.

Section F. The ASSOCIATION shall be granted up to seventy (70) days released time per year for use by teachers participating in professional organization activities and conferences. If a substitute is required for the use of these

ARTICLE IV (Cont'd)

days, then the ASSOCIATION shall reimburse the BOARD for the cost of the substitute. Any absence of a teacher shall be approved by the ASSOCIATION and the Assistant Superintendent for Administrative Services at least one (1) week in advance of the absence.

Section G. The teacher who is elected president of the ASSOCIATION shall be released from a portion of classroom responsibilities, a minimum of five-tenths (.5) assignment each day, to fulfill responsibilities to the ASSOCIATION and to the district. The time would be mutually agreed upon with the immediate supervisor. Any absence other than those mutually agreed upon under this clause would need to be approved by the immediate supervisor as well as the Superintendent or his designee.

Section H. Monday afternoon following the regular teachers' workday shall be reserved for ASSOCIATION meetings. Exceptions may be made when mutually agreed to by both parties. One (1) Monday per month, ASSOCIATION building meetings may be held either until fifteen (15) minutes before the start of classes or beginning not earlier than fifteen (15) minutes after the dismissal of students. Teachers involved in ASSOCIATION affairs shall be allowed to leave their respective buildings as soon as their responsibilities related to the health and welfare of children are completed on those Mondays when meetings are regularly scheduled. The ASSOCIATION shall provide each building principal with a list of the Representative Assembly delegates and/or Board of Directors members from their buildings, along with a schedule of such meeting dates, as soon as possible following the commencement of the school year, upon request.

Section I. Any teacher engaged in a formal meeting where the teacher's attendance is required in negotiating in behalf of the ASSOCIATION with any representative of the BOARD or participating in any professional grievance procedure shall be released from regular duties without loss of salary.

Section J. The ASSOCIATION will be notified of the formation and nature of any district level committee involving ASSOCIATION members and will be notified of committee membership. When committees are established for the purpose of hiring administrators and members of the ASSOCIATION are involved, the ASSOCIATION will be notified of committee membership.

Section K. No person during the school years 1997-98 and 1998-99 shall be appointed to a position of part-time teacher administrator.

ARTICLE V - ASSOCIATION DUES/AGENCY SHOP

Section A. All teachers, as a condition of continued employment, shall either:

1. Sign and deliver to the BOARD an assignment authorizing deduction of membership dues and assessments of the ASSOCIATION (including the Michigan and National Education Associations) and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year, or
2. Within thirty (30) days of the commencement of employment, cause to be paid to the ASSOCIATION, either by authorizing payroll deduction or in cash, the representation fee established by the ASSOCIATION. In the event the representation fee or membership dues are not paid within 30 days, the BOARD, upon receiving a signed statement from the ASSOCIATION indicating that a teacher has failed to comply with this condition, shall notify said teacher that the BOARD shall, pursuant to law and at the request of the ASSOCIATION, deduct the representation fee or membership dues from the teacher's wages and remit same to the ASSOCIATION. Payroll deductions made pursuant to the provision shall be made in equal amounts, as nearly as may be, from the paychecks of the teacher.

In the event of any legal action against the BOARD brought in a court or administrative agency because of its compliance with this Article, the ASSOCIATION agrees to defend such action, at its own expense and through its own counsel, provided;

- a. The BOARD gives timely notice of such action to the ASSOCIATION and permits the ASSOCIATION intervention as a party if it so desires, and
- b. The BOARD gives full and complete cooperation to the ASSOCIATION and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The ASSOCIATION agrees that in any action so defended, it will indemnify and hold harmless the BOARD, including individual BOARD members, and the school district from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the BOARD's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

The BOARD will, as a condition of employment, present the agency shop provision to all newly employed teachers and shall include a signed statement of receipt of the same in the teacher's personnel file.

Section B. The deduction of membership dues shall be made in twenty (20) equal installments, beginning with the first paycheck of each new school year, and the BOARD agrees to promptly remit to the respective ASSOCIATION all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. Any teacher beginning work after

ARTICLE V (Cont'd)

the opening of school or resigning a position, receiving a leave of absence, or otherwise terminating employment after the opening of school shall be charged only the amount of dues or representational fees as the portion of the year worked is to the normal ten-month school year.

The ASSOCIATION shall, at least forty-five (45) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues and those of the MEA and NEA which are to be deducted in that school year under such authorizations. 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.

The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the ASSOCIATION. The ASSOCIATION agrees to reimburse any teacher for the amount of any dues deducted by the BOARD and paid to the ASSOCIATION, which deduction is by error in excess of the proper deduction, and agrees to hold the BOARD harmless from any claims of excessive deduction.

Section C. The BOARD shall also make payroll deductions upon written request and authorization from the teachers for the following: Insurance benefits in addition to BOARD sponsored insurance, including dental care insurance from the approved insurance carriers; approved annuities; Wayne Out County Teachers' Credit Union; United States Savings Bonds; approved charitable donations; United Fund; Political Action contributions; a group auto insurance if over one hundred (100) request; or any other plans approved by the BOARD. Deductions for Detroit City Income Tax shall be made available.

ARTICLE VI - EMPLOYER RIGHTS

The ASSOCIATION recognizes that the BOARD has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, except where expressly limited by the provisions of this Agreement. This authority shall include, but not be limited to, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the BOARD.
2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their suspension, demotion, layoff, or dismissal, and to promote and transfer all such employees.
3. Determine the services, supplies, and equipment necessary to continue its operations, and to institute the means, methods, and processes of carrying on the work, and to institute new and/or improved methods or changes therein.
4. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
5. 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 of employees as specifically provided for in this Agreement.
6. It is agreed and recognized that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the school district resides exclusively with the BOARD.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof, and in conformance with the Constitution and Laws of the State of Michigan, and the Laws and Constitution of the United States.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this Agreement.

ARTICLE VII - TEACHER RIGHTS AND PROTECTION

I. MEMBER RIGHTS

Pursuant to the Michigan Public Employee Relations Act, every employee in the bargaining unit will have the right to organize, join, and support the ASSOCIATION for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.

The BOARD undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, salaries, terms or conditions of employment, by reason of membership in the ASSOCIATION, participation in any activities of the ASSOCIATION or collective professional negotiations with the BOARD, or institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section A. Nothing contained herein shall be construed to deny or restrict to any teacher rights one may have under the general Michigan school laws or other applicable state and federal laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section B. The parties agree that there shall be no discrimination against any employee by reason of race, religion, marital status, age, sex, height, weight, handicap or national origin. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

Section C. Teachers shall be entitled to full rights of citizenship, and no exercising of such rights shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the BOARD, except as it adversely affects the schools.

Section D. In recognition of the fact that by the very nature of their work teachers are more exposed to influenza, the BOARD agrees to provide sufficient funds annually to the ASSOCIATION so that free influenza inoculation clinics may be held for employees. Any other preventive medical treatment, including information and material relative to Universal Precautions, which in the BOARD'S judgment will protect the health and welfare of the students and the teachers of the school district may be provided by the BOARD.

Section E. No polygraph or lie detector device shall be used by the BOARD on a teacher or witness in any investigation of any teacher, unless expressly authorized by the teacher, the ASSOCIATION, and the BOARD.

Section F. The Board of Education, based on reasonable suspicion that an employee's job performance is adversely affected by drug or alcohol usage, will with the consent of the employee, notify the ASSOCIATION of its concerns and will work cooperatively with the ASSOCIATION to solve problems which might be identified.

ARTICLE VII (Cont'd)

Section G. A Grade Review Committee shall be formed which shall consist of three members appointed by the ASSOCIATION and at least one member appointed by the BOARD. The members of this committee shall be determined by September 15 of each year, shall serve for the academic year, and shall hear all challenges.

II. PROFESSIONAL BEHAVIOR

Section A. The ASSOCIATION recognizes that abuses of sick leave or other leaves, chronic absence or tardiness, or willful deficiencies in professional performance by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school system and may constitute failure on the part of the teacher to carry out contractual responsibilities. The ASSOCIATION will use its best efforts to correct breaches of professional behavior. No tenure teacher will be discharged without just cause.

Section B. The BOARD may adopt rules and regulations not in conflict with terms and conditions of this Agreement concerning the discipline of teachers; however, a teacher shall not be disciplined, reprimanded, suspended with or without pay, reduced in rank or compensation, demoted, discharged, nor deprived of any professional advantage for disciplinary reasons, without reasonable and just cause.

All information forming the basis for disciplinary action will be made available to the teacher and the ASSOCIATION.

Section C. Upon request, a teacher shall be entitled to have present a representative of the ASSOCIATION, when being reprimanded, warned or disciplined for any infraction of rules or delinquency of professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the ASSOCIATION is present.

III. SCHOOL PSYCHOLOGISTS, SOCIAL WORKERS, OCCUPATIONAL AND PHYSICAL THERAPISTS

School psychologists, school social workers, occupational therapists, and physical therapists who do not hold a teaching certificate are not entitled to the benefits of the Michigan Tenure Act. So far as this Agreement is concerned, these people are to serve the same probationary period and accrue all the benefits of tenure which may be provided by the Livonia Board of Education. This includes all means for orderly dismissal provided by the Tenure Act, except they may not appeal to the Michigan Tenure Commission. Any reference to this Agreement to tenure teachers shall apply equally to these people who would meet the ordinary requirements for tenure even though they may not achieve "de jure" tenure.

IV. PERSONNEL FILES

Section A. Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel file maintained at the teacher's school or at the Administration Building. A representative of the ASSOCIATION may, at the teacher's request, accompany the teacher in this review. The review shall

ARTICLE VII (Cont'd)

be made in the presence of the administrator responsible for the safekeeping of these files. Other examination of a teacher's file shall be limited to qualified supervisory personnel, except that the Executive Director of the ASSOCIATION or designee may review such files when necessary for contract administration purposes or to provide the teacher representation in other administrative or legal proceedings.

Privileged information, such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

Any complaints by a parent of a student, or any person, directed toward a teacher and deemed serious enough to become a matter of the teacher's formal record, shall be promptly called to the teacher's attention. Teachers are entitled to know the identity or source of all such complaints.

Section B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in either a teacher's building personnel file or in the personnel file in the Administration Building, unless the teacher has had an opportunity to read the material. The teacher shall acknowledge having read such material by affixing the teacher's signature on the actual copy to be filed, with the understanding that such signature merely signifies having read the material to be filed, and does not necessarily indicate agreement with its contents.

Section C. The teacher shall have the right to answer any material contained in the files, and the answer shall be attached to the file copy.

Section D. Any records of charges or proceedings that are conducted by the District regarding a teacher that are found to be without merit will not become part of the teacher's personnel file.

V. TEACHER ASSAULT

Section A. In any case of assault upon a teacher, the administration shall promptly render all reasonable assistance to prevent injury to the teacher, when possible. The assault shall be promptly reported to the BOARD on a form mutually agreed to by the ASSOCIATION and the BOARD.

The BOARD will advise the assaulted teacher of his/her rights and obligations with respect to the incident of the assault.

ARTICLE VIII - ACADEMIC FREEDOM

Section A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Section B. Academic freedom, appropriate to the level of the learner, shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

Section C. The BOARD recognizes that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial, but according to policies and regulations of the BOARD.

Section D. Whenever any group or individual brings charges against a teacher in writing concerning the teacher's freedom to teach, the BOARD, at the request of the teacher or the ASSOCIATION, shall provide, without charge to the teacher, the necessary information and support as mutually agreed upon, for the protection of the teacher's academic freedom.

ARTICLE IX - QUALIFICATION/ASSIGNMENT/JOB DESCRIPTION

Section A. The ASSOCIATION recognizes the right of the BOARD to develop complete job descriptions and to publish these descriptions in the Teacher Handbook, job postings, teacher evaluations materials, or other appropriate places. Job descriptions may not be in conflict with the expressed terms of this Agreement, but may be used for the purpose of evaluating a teacher's job performance, provided that the job description of any existing position in the bargaining unit will not be altered or increased during the period of this Agreement without prior agreement of the ASSOCIATION.

Teachers whose job descriptions are affected by curriculum changes or reorganization shall be notified no later than sixty (60) days prior to the last day of school of the year preceding the action. Input from the ASSOCIATION, but not approval, is required for these changes.

Section B. The District will provide the ASSOCIATION the opportunity to review any existing or new job descriptions.

Copies of all job descriptions/postings shall be maintained in a file by the BOARD at the Board offices and shall be available for review.

Section C. The BOARD agrees to employ under contract only those teachers who possess the minimum of a Bachelor's degree and the necessary qualifications for Provisional, Permanent, Continuing, or Professional Education Certification; social workers and psychologists shall have approval as determined by the State of Michigan. Prior to the employment of a non-certified or any vocational education teacher who does not have a Bachelor's degree but does have vocational certification for a vocational education program the BOARD will notify the ASSOCIATION of the recruitment efforts made for the position. It is the responsibility of each teacher to maintain proper certification.

Section D. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study, except temporarily and for good cause, and the ASSOCIATION shall be so notified in each instance. If requested, a written statement of the reasons for such assignments will be provided. Teachers assigned outside their major or minor fields shall be given priority for professional development and/or inservice.

Section E. Prior to the end of the teacher work year, teachers, other than newly appointed and substitute teachers, shall be notified in writing of their tentative programs for the school year, if possible, including the schools to which they will be assigned, and the grades and/or subjects that they will teach, any special or unusual classes that they will have and including tentative class lists for the elementary grades. Teachers affected by any subsequent changes in assignment shall be consulted, if possible, and any change in assignment will be made according to the provisions of Vacancies, Transfers and Promotions under Article XXVIII of this Agreement.

Section F. It is expressly understood that elementary art, music, physical education, and LMC staff will experience the same conditions of employment as

ARTICLE IX (Cont'd)

other elementary classroom teachers. These teachers will be involved directly in planning their schedules.

Section G. All teachers who anticipate changes in their certification(s) or endorsement(s) must notify the personnel department by March 15 of the current school year in order to exercise placement rights in their new area of certification(s) or endorsement(s) for the following school year. This section also applies to teachers on layoff status.

Section H. The duties or the responsibilities of any regularly employed teacher shall not be transferred to persons not covered by this Agreement and the BOARD agrees that non-unit personnel shall not be used to displace teachers regularly employed in the bargaining unit.

Section I. If the BOARD plans to implement "Distance Learning", the BOARD and the ASSOCIATION will meet to discuss and work out logistics prior to its implementation.

ARTICLE X - WORKING CONDITIONS

Section A. The parties recognize that the availability of quality school facilities and equipment for both student and teacher is desirable. The BOARD agrees to provide a work place with physical facilities which are conducive to a quality educational program. This includes classrooms that are cleaned and maintained appropriately.

Section B. The BOARD recognizes that appropriate textbooks, teacher texts/manuals, library reference facilities, maps, globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires and similar instructional materials are the tools of the teaching profession and the BOARD shall make every effort at all times to keep the schools reasonably and properly equipped with such material. The BOARD further recognizes the value of teacher participation in the selection and use of instructional materials and will confer from time to time with the ASSOCIATION for the purpose of improving the methods of selection and use of such educational tools. The BOARD will attempt to implement all joint decisions made by its representative and the ASSOCIATION, however, the BOARD reserves the right to approve final purchase and selection of such instructional materials.

Section C. The BOARD will provide for each teacher serviceable desks and chairs, closet space, lockable storage areas, and storage space for instructional materials. The BOARD shall provide first aid supplies in each building. Each teacher will be provided a universal precautions kit and the teacher will assume the responsibility for replacing used items from building stock.

Section D. The BOARD recognizes that it is desirable to provide special service teachers the needed privacy to carry out their responsibilities with individuals or groups of students.

Section E. The BOARD shall make available in each school: lunch room/lounge and restroom facilities exclusively for adult use. Where possible, another room, appropriately furnished, shall be reserved exclusively for use as a faculty lounge/lunchroom.

The BOARD shall make available in each school, space which shall be reserved as a work area, and which shall contain adequate equipment to aid in the preparation of instructional materials (e.g., typewriters, computers, duplicator, copy machine).

Section F. Every school shall have available for teacher use telephones and telephone lines on which long distance calls can be made. These phones shall be installed in locations other than administrative offices. Every school shall have at least one (1) telephone available for teachers' use where privacy may be insured. Elementary schools with a student enrollment over 350 students shall be provided one (1) additional line above the number available in the 1993-94 school year.

Section G. Parking facilities shall be made available to teachers and maintained (and repaired) for their use separate from student parking. Conditions permitting, teacher parking lots will be plowed and salted before the

ARTICLE X (Cont'd)

teacher workday to prevent accidents. The BOARD reserves the right to free a portion of parking locations for election day or other emergency use. Where two (2) parking lots exist, one (1) shall be available for teachers and the other for students.

Section H. Uniforms, smocks, lab coats, and/or steel toe shoes shall be provided on an as needed basis for science, art, family life, vocational and industrial education teachers.

Section I. At the request of the building staff, vending machines may be installed in the faculty room provided that no alteration to the building is necessary. All financial and operational arrangements shall be the responsibility of the building staff.

Section J. The BOARD agrees to make every reasonable effort to provide substitute teachers and agrees to maintain at all times an adequate list of substitute teachers. Teachers shall call to report unavailability for work at least one and one-half (1-1/2) hours before their teaching day commences. Between the hours of 8:00 A.M. and 2:30 P.M., they may call 313-523-8800. Between the hours of 2:30 P.M. and 8:00 A.M., they may call 313-523-8820. When a teacher has reported unavailability for work it shall be the responsibility of the Superintendent to arrange, if possible, for a substitute teacher.

ARTICLE XI - WORKDAY/HOURS

Section A. The BOARD recognizes the principle of a minimum continuous seven and one-half (7-1/2) hour teacher work day. At the secondary level, no more than five (5) hours will be required in the classroom supervision of students. This excludes passing time. At the elementary level, no more than five and one-half (5-1/2) hours in any workday and no more than 25 hours in any work week will be required in the classroom supervision of students. The seven and one-half (7-1/2) hour teacher workday is under the direction of the Superintendent and is subject to the conditions of the remaining Sections of this Article. Teachers ordinarily spend additional time each day at school, at home, or in the community in order to fulfill all their responsibilities.

The workday for a part-time teacher shall be prorated to the same portion as the five (5) hours of classroom instruction is to the total seven and one-half (7-1/2) hour day. Except as mutually agreed by the ASSOCIATION and the BOARD, no teacher employed for the regular day school program shall be required to report earlier than 7:00 a.m., nor remain later than 5:00 p.m. Any teachers employed specifically for assignment to programs beginning earlier or later than the regular day school program, or for partial assignment to such programs and partial assignment to the day school program, will begin the seven and one-half (7-1/2) hour minimum workday at such time as the BOARD deems necessary to discharge the duties of their specific assignments, such time assignments to be obligatory as long as the need for the assignment exists. Special consideration will be given to teachers employed full time on such programs as recognition that the hours occur at other than normal working times.

Section B. The normal weekly classroom teaching load for all teachers and specifically including media specialists, counselors, special education classroom teachers, and art, music, physical education, LMC, reading recovery, and learning disabilities teachers, shall include twenty-five (25) teaching or supervised study hours or equivalent functions in specialized roles and five (5) hours for conferences, preparation of instructional materials and similar instruction-related activities. In the secondary schools, the twenty-five (25) teaching and supervised study hours would normally be divided into five (5) approximately equal periods per day. In addition to the above, teachers may be expected to spend some time in conferring with parents and/or students, supervising bus duty, homerooms, halls, and similar responsibilities. These additions may be either before or after the students' day, but shall be within the teacher's minimum seven and one-half (7-1/2) hour day.

In those schools where the amount of bus duty exceeds four (4) hours average per year per teacher, the teacher shall be compensated according to Appendix B.

Elementary - In the elementary schools, the time prior to and subsequent to the regularly scheduled student day shall be used for conferences, preparation of instructional materials and similar instruction-related activities. In addition, each elementary teacher will be provided a minimum of one hundred and seventy-five (175) minutes per five (5) day week of preparation/conference time which is to be scheduled in meaningful units.

ARTICLE XI (Cont'd)

Elementary teachers shall be released from classroom supervision at such times as a special (art, music, physical education, LMC) teacher is with a particular class.

The building principal will be responsible for establishing an appropriate schedule and will involve the building staff in establishing an appropriate schedule. In the event of inclement weather which may necessitate indoor recess, or other unusual circumstances, teachers may alternately monitor one another's classrooms in order to insure the appropriate relief periods for each teacher.

Secondary - In the secondary schools the time prior to and subsequent to the regularly scheduled student day shall be used for conferences, preparation of instructional materials and similar instructional-related activities. In addition to this time, each teacher will be provided a duty free preparation period equal in length to that of one regular class assignment which is defined as the length of that period in that building.

A secondary teacher's schedule shall not require preparation for more than three (3) courses of instruction, identified by course name and number, except as agreed by prior written agreement of the ASSOCIATION. In a limited number of circumstances, middle school general music and foreign language teachers may be excepted from this limitation, but in each instance in which the BOARD cannot conform to three (3) preparations, special consideration shall be given to the teacher affected; i.e., no bus or hall duty, reduced voluntary activities, etc.

Section C. Elementary teachers shall have a minimum fifty (50) minute duty-free lunch period, while secondary teachers have a minimum twenty-five (25) minute duty-free lunch period. The difference between elementary and secondary lunch time partially compensates for elementary teachers not having a regular daily conference or preparation period. It is understood that noon hour supervision by teachers in elementary schools will be compensated for as agreed under the salary provisions for extra-duty pay in Appendix B.

Section D. In the establishment of programs involving flexible schedules or other varying time blocks, maxima established in B above shall not apply, but such programs shall not be established without the mutual consent of the ASSOCIATION and the BOARD. Such programs shall be evaluated by May 1 of each year to determine further actions concerning such programs.

Section E. No departure from the above provisions, except in the case of emergency, shall be made without prior consultation with the ASSOCIATION.

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

ARTICLE XI (Cont'd)

ASSOCIATION will cooperate with the BOARD and the administration to deal with the situation.

Section G. Attendance at faculty meetings beyond the teacher work day will not be required except that the work day can be extended up to one hour beyond the teacher workday for the purposes of inservice day, faculty meeting, or to create additional opportunities for teachers to meet with parents during parent teacher conference time. Teacher attendance at extended faculty meetings/extended inservices (up to one hour beyond the teacher workday) will occur at an average rate no greater than twice a month. An attempt will be made to establish a fixed faculty meeting day in each school. Faculty meetings shall not be used for ASSOCIATION business; however, short announcements may be made by representatives of the ASSOCIATION.

Section H.

Elementary

In the fall of each year at the elementary level, students will be released for three (3) half days in order for teachers to meet with parents to report student progress and behavior. Prior to the conferences, student report cards will be sent home. In addition, teachers will have a full work day prior to conferences. The individual conferences with parents will be scheduled within the teacher workday hours. When additional conference time is scheduled after school hours, teachers will be given an equivalent amount of compensatory time.

Secondary

When parent-teacher conferences are scheduled for the total building at the secondary level to report student progress and behavior, teachers will have a half work day prior to the conference time. When this conference time is scheduled after school hours, teachers will be given an equivalent amount of compensatory time.

ARTICLE XII - SPECIALS

In order to meet the instructional hours required by the State, the District agrees to staff Art, Music, Physical Education, and LMC to a level which will provide the minimum for one class period per week of Art, Music, Physical Education, and LMC for grades kindergarten through six. During this time, classroom teachers will be released for personal planning time.

ARTICLE XIII - CLASS SIZE/MEMBER-STUDENT RATIO

Section A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed the following maximum class sizes and pupil-teacher ratios will be adhered to. In the event of any disagreement between the representatives of the BOARD and the ASSOCIATION as to the needs and desirability of deviation from these class sizes, it may be processed through the Professional Grievance Procedure set forth in Article XXXVIII. The BOARD recognizes that the pupil-teacher ratio established here is not an optimum pupil-teacher ratio and will give improvements in this area prime consideration as the finances of the district may allow for improvements.

During the period of the Agreement, if finances permit, every attempt to restore programs lost due to budgetary cutbacks will be made.

1. **Elementary** -- 33.3 classroom teachers per 1,000 students (30.0-1) with kindergarten students counted as one-half (1/2) a student. Special teachers for art, music, physical education, LMC, special education teachers, media specialists, administrators, SAFE specialists, reading recovery teachers, and other professionals at the elementary level who do not contribute to the reduction of class size shall not be included in computing the classroom teachers per 1,000 students. Maximum class sizes at the elementary level shall be thirty (30) in kindergarten, thirty-two (32) in grades one through three, and thirty-five (35) in grades four through six.

2. **Secondary** --
 - a. 33.3 classroom teachers per 1,000 students (30.0-1) for a five (5) hour day of classroom instruction for students.
 - b. For teachers assigned to the individual school for full-time teaching duty, only five (5) hours may be included in computing classroom teachers per 1,000 students.
 - c. Where the students normally have six (6) hours of classroom instruction, this number of classroom teachers shall be increased by one-fifth (1/5).
 - d. Where the students normally have five (5) hours of classroom instruction, but students are in the building for a longer period of time due to the inability to schedule five (5) hours of instruction continuously, then additional staff shall be provided for supervision in study hall, resource centers or other areas where students may be assigned when not engaged in classroom instruction.
 - e. In those state reimbursed block-time classes (Business-Vocational-Technical), class size will be the state recommendation for full funding. An additional two-tenths (2/10) teacher allocation per class will be made in each instance.
 - f. Any time unusable for teaching duty resulting from deviation of student elections from expectations will be assigned to other instructional or

ARTICLE XIII (Cont'd)

student management duties. A faculty council or staff advisory council (if the staff so chooses) shall advise the administration in these decisions. If these disagree with the principal, the staff shall be made aware of the recommendations.

- g. The maximum number of students to be assigned an individual teacher, except in specially classified classes such as music, physical education, and study halls, shall not exceed one hundred sixty-five (165) in the secondary schools for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be thirty-five (35) times the number of teaching periods.
- h. The maximum number of students assigned to a given section of the above classes with the exception of the specially classified classes shall be thirty-five (35). Given sections of these classes shall not be smaller than nineteen (19) unless physical facilities, the most efficient use of personnel, or state or federal guidelines so dictate. Middle school general music and all secondary school physical education classes shall not exceed forty-five (45) students per class.
- i. In the event of half-days, except in specially classified classes such as music, physical education, and study halls, the maximum number of students assigned to a teacher responsible for forty-five (45) hours of instruction in a semester course regularly requiring ninety (90) hours of instruction shall not exceed two hundred (200) per week. Where no reduction has been made in the approved program of instruction during a single semester, the maximum loads for a full-day program shall apply. Exceptions required by an individual school program shall be mutually agreed to by representatives of the ASSOCIATION and the BOARD.
- j. In the event of half-days, except in specially classified classes such as music, physical education, and study halls, the maximum number of students assigned to a given class section, the instructional program for which has been reduced one-half (1/2), shall be twenty-four (24). Where no reduction has been made in the approved program of instruction during a single semester, the maximum class sizes for a full-day program shall apply. Given sections of these classes shall not be smaller than sixteen (16) unless physical facilities or the most efficient use of personnel so indicates.
- k. The maximum number of students in laboratory classes (Family Life: all foods and clothing classes except home and family classes; Industrial Technology: all woods, auto, metals, and graphics classes except drafting classes; Science: all science classes except general science in 7th and 8th grades), shall be thirty (30) except as these are further limited by the above for students on one-half (1/2) day sessions. Computer lab classes are exempt from the 30 maximum above.

ARTICLE XIII (Cont'd)

1. There are certain classes where the health and safety of students require smaller maximum class sizes than those listed above. The nature of the program where potentially dangerous equipment such as is commonly and regularly used in classes such as industrial education, for example, as well as the physical limitations of some facilities are indications that special consideration need be given. In those instances, the building principal, the department chairperson, and the Head Association Representative will review the situation. They will consider the nature of the program, the teaching methodology, the equipment used, the physical facilities and the impact of reducing the size of classes on the other aspects of the instructional program. In the event this group cannot agree on a maximum in that situation, the principal shall make a determination. This determination is subject to the grievance procedure and shall be processed immediately at Step II of the grievance procedure.
 - m. Remedial classes shall not exceed twenty-five (25) students. A list of those classes now classified as remedial are listed in D.I. Notice No. 1245, dated June 10, 1970.
 - n. In the interest of providing as equal a teaching load as possible, the BOARD will balance multi-section classes in approximately equal numbers of students as soon as class counts are known, and preferably before school begins, when possible.
3. Special Education Programs and Services - Maximum class sizes and consultative loads shall not exceed the standards adopted as maximums or approved as waivers or deviations, by the Michigan Department of Education. All elementary students identified as EI, TMI, EMI, LD, AI, SXI, or SMI will be counted as 1.5 Students on the regular teacher's classload. All secondary students identified as EI, TMI, EMI, LD, AI, SXI, or SMI placed according to the IEPC into special education for half (1/2) a day or more will be counted as 1.5 Students on the regular teacher's classload. However, this provision (counting 1.5 for one) shall not violate any State and/or Federal special education regulation and/or requirement and shall not be utilized to deny a certified special education student placement in a general education classroom. This provision does not apply to any regular class which has an otherwise reduced maximum class size (e.g., lab, remedial). Further, this section shall not apply when a paraprofessional is assigned through the IEPC process to support the students. Any .5 fraction in the total count will be dropped. Examples: One (1) special education student would count as one (1), two (2) count as three (3), three (3) count as four (4), four (4) count as six (6), etc.
 4. In cases when the class size limits as described in the Master Agreement are waived because of the implementation of Section A, Item 3 above, and the student will be immediately assigned to the class, the ASSOCIATION and BOARD will meet to discuss strategies to support the classroom teacher in a timely fashion.

ARTICLE XIII (Cont'd)

5. The procedure for determining the possible weighting of special education students with less than a half day scheduled with special education services, will be followed as outlined in Letter of Understanding (Guidelines for Determination of Eligibility for "1.5 Weighted Count" of Secondary Students).
6. Exceptions to the preceding in this Article may be made with the prior written approval of the ASSOCIATION and the BOARD.
7. It is expressly understood by the BOARD and the ASSOCIATION that the class size maximums herein imposed shall apply to extended school classes offered in the district for high school completion. Class size limits shall be imposed immediately after the fourth week of the beginning of such classes.
8. The Board Agrees to provide at least twenty (20) bargaining unit positions over the established manning tables for the 1994-95 school year. The District will not be required to guarantee staffing over the manning tables in the 1995-96 and 1996-97 school years.

Current contract language (*8 below) is frozen for the duration of this Agreement.

*8. The school district agrees to provide an additional thirty-five (35) bargaining unit positions over the established manning tables for the 1989-90 school year.

The district will establish the 1990-91 manning tables through the budgetary process in a similar manner as previous manning tables. After the 1990-91 manning tables are established, then an additional thirty-five (35) positions will be added for the 1990-91 school year.

The district will establish the 1991-92 manning tables through the budgetary process in a similar manner as previous manning tables. After the 1991-92 manning tables are established, then an additional thirty-five (35) positions will be added for the 1991-92 school year.

It is understood that the manning tables will reflect, among other things, declining enrollment, closing buildings, and other program changes as determined by the district. The thirty-five (35) additional positions added for each school year will not be considered to be part of the manning tables for calculating the following year's manning tables.

The ASSOCIATION shall be involved in the establishment of the manning tables as in previous years.

Section B. In the establishment of experimental education programs involving large group instruction or other organizational patterns with high pupil-teacher ratios, maxima established above will not apply, but such programs shall not be established without the mutual agreement, in writing, of the ASSOCIATION and the

ARTICLE XIII (Cont'd)

BOARD. The development of mutual consent for such programs shall include full discussion by the principal and staff, including representatives of the ASSOCIATION at the local building level. However, if an individual teacher is to receive a class load that exceeds the limits as set forth in this Article, that teacher's load may not be exceeded prior to the ASSOCIATION's written approval, followed by the teacher's written approval of the load excess. The approval may be revoked if further overloads are proposed and not agreed upon.

Section C. The ratio of pupils to counselors at the middle school level shall not exceed 325 to 1, and the ratio at the senior high school level shall not exceed 300 to 1. Because of the nature of the work of the counselor, the BOARD may require these persons to work beyond the teacher year. Notification of additional work time will be given by the end of the school year for the following year. Payment for additional time will be on a per diem rate of the annual contract salary as set forth in Appendix A.

Except as a condition of employment made prior to assignment or in group counseling, and in the absence of a full-time counseling position, counselors shall not be assigned classroom teaching, attendance, study hall or lunchroom responsibilities as part of their normal duties.

Section D. The BOARD recognizes the importance of Library Media Centers as part of the total educational program. The BOARD may require the secondary media specialist to work beyond the teacher year. Notification of additional work time will be given by the end of the school year for the following year. Payment for additional time will be on a per diem rate of the annual contract salary as set forth in Appendix A. Staffing of these centers shall be as follows:

Elementary

Each elementary school will have one (1) full-time media specialist.

Middle School

Each middle school will have one (1) full-time media specialist.

Senior High

Each high school media center will have a minimum of two (2) media specialists.

Section E. With the agreement of the principal and those teachers whose class loads may be affected, any school may request approval of the Superintendent for the conversion of teaching positions to teacher aide positions. For the purpose of computing staffing ratios, two (2) full-time aides employed for seven and one-half (7-1/2) hours shall count as one (1) teacher.

ARTICLE XIV - SPECIAL STUDENT PROGRAMS

Section A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and their presence in the regular classroom may place extraordinary demands on the teacher.

Section B. Teachers are encouraged to make referrals of students who appear to need specialized assistance to Student Services. Principals shall assist teachers in making appropriate referrals. Supportive personnel such as school social workers, psychologists, learning specialists, helping teachers, and other appropriate personnel from the Department of Student Services will be provided within budgetary limits. It is normal that a small percentage of these children may be present in any classroom, but occasionally the extraordinary demands required of classroom teachers become excessive because of the number of such children, the severity of their problem, or the inability to make immediate placement in a special classroom.

Section C. If, after exhausting all recognized avenues to minimize the extraordinary requirements in these situations, the teacher feels more help is needed, a request may be made to the principal for the Director of Student Services to initiate a complete evaluation of the situation and take additional appropriate action to reduce the extraordinary demands, if such further action is found needed.

Section D. The parties agree that to be successful the assignment of special education students to regular education classrooms may require prior preparation of the teacher, students, and physical classroom involved.

In order to insure the necessary prior preparation the parties agree to the following:

1. A special education student will be defined as a student determined by an Individual Educational Planning Committee (IEPC) to qualify for special education.
2. A special education student who is to be assigned to a regular education classroom for the first time in his/her school district will have been determined appropriate for such assignment by an Individual Educational Planning Committee (IEPC).
3. The assignment of a special education student to a regular education classroom will comply with appropriate state special education rules and regulations.
4. The Board will provide the involved teacher with materials and/or assistive devices necessary for the teaching of the special needs students.
5. Prior to the assignment of a special education student the regular education teacher involved will be provided in-service training appropriate to the impairment category and individual special education student involved.
6. General Education classroom teachers will not be required to render such medical or hygiene services as catheterization, changing diapers, etc., except in an emergency situation or with the agreement of the teacher.

ARTICLE XV - BOARD SUPPORT OF STUDENT DISCIPLINE

Section A. It is the aim of the BOARD OF EDUCATION, administration, and instructional staff to promote, through its policies and regulations, the highest possible standard of conduct and an atmosphere for good instruction. All existing policies and regulations governing student discipline will be compiled and incorporated in the teacher handbook, which shall be made available to all teachers. All participants in the educational system will maintain high standards of conduct, behavior, and school achievement for all students. Development of good habits in citizenship and conduct as individuals requires a consistent, calm atmosphere which will promote the individual and group learning process.

Section B. It is the responsibility of the total building staff, including teachers, to uphold the District Discipline Policy and maintain a school wide climate that supports good instruction.

Section C. It is the responsibility of each teacher to maintain discipline and a climate for good instruction in each classroom. Further, it is the teacher's responsibility to deal justly and considerately with each student.

Section D. The Superintendent and the Central Administrative staff will support building administrators and teachers as they use reasonable disciplinary measures in accordance with the policies and regulations of the Board of Education.

Section E. After exhausting all avenues reasonably expected of a teacher in maintaining discipline in accordance with the policies, regulations, and procedures established by the school district or the building, a teacher may refer and/or send to an appropriate administrator a student who is causing disruptions, threatening the safety of the students or teachers in the classroom, and/or violating BOARD or building policies and regulations. The teacher and administrator shall communicate the necessary information regarding the problem including its disposition. Each school shall develop appropriate guidelines for teachers in the handling of discipline problems and providing for adequate communication between the teacher and the administrator. Suspension of a student from school may be imposed only by a principal or his/her designated representative. To insure the cooperative process described herein, it shall be the philosophy of the district that in all buildings having more than one administrative person (principal and assistant principals), at least one (1) shall be in the building and directly available for disciplinary support to teachers throughout every school day.

Section F. A teacher may use such force as is necessary as protection from physical attack by a student, or other person, in pursuit of the teacher's employment or to prevent injury to another student. Anytime a teacher finds it necessary to use such force, the teacher shall immediately report this to the immediate supervisor whether or not the teacher considers this to be necessary to protect the teacher or a student.

Any case of assault upon a teacher will be promptly reported to the building administrator. The building administrator will communicate each incident to the

ARTICLE XV (Cont'd)

BOARD. The BOARD will advise the assaulted teacher of his/her rights and obligations with respect to any such assault.

Section G. Time lost by a teacher as a result of an assault will not be charged against the teacher unless the teacher is found guilty by a court of law.

ARTICLE XVI - PROFESSIONAL RESPONSIBILITIES

Section A. It is agreed by the BOARD and the ASSOCIATION that teaching, by the very nature of the task, cannot be analyzed or circumscribed in finite limits of time, and that some teacher responsibilities cannot, by their very nature, be fulfilled during the teacher's regular work day. Direct contact with students comprises the fundamental responsibility of teachers. It is recognized that learning is not limited to the physical limits of the classroom, and that teachers have a responsibility for mental, physical, and emotional growth of students at all times that school is in session, including those extensions of the normal school day and other school activities as are set forth in the remaining sections of this Agreement, except as these responsibilities are limited by this Agreement.

The instructional responsibility includes the daily preparation for effective teaching, defining teaching goals in terms of the learner, having a wide knowledge of methods from which selection may be made, and the using of evaluative techniques that are consistent with those goals. However, these responsibilities are only one element of the total professional task.

Section B. Evening Activities: In some instances, activities other than direct student instruction are requisite to the operation of the regular school program. Guidelines for teacher involvement beyond the school day include the following:

1. Teachers must be used in an active role to carry out the activity.
2. Teachers will be involved in planning the activity.
3. Teachers will have an opportunity to volunteer for participation.
4. If there are not enough volunteers for activities and the activities are not specific to a teacher's particular job assignment, teachers will be assigned to that activity based on reverse seniority and on a balanced assignment concept. Teachers will have the ability to arrange with another teacher to fulfill the assignment.

Illustrative of these activities are the following:

1. Commencement.
2. Honors Night.
3. Parent and student conferences to report and evaluate pupil progress.
4. Conferences with other teachers and administrators regarding students.
5. Research, development and evaluation of programs, including accreditation.
6. Participation in curriculum planning and activities.
7. Committee assignments to improve the educational program at building and system level.
8. College and career night.
9. PTA or parent club meetings.
10. Program orientation meetings for parents directly related to the assignment of the teacher.
11. Parent Information Sessions.*

* Parent Information Sessions may not necessarily require the attendance of the entire staff; however, up to three (3) activities designated as Parent Information Sessions could be required of each staff member. It is understood

ARTICLE XVI Cont'd

that if a teacher attends high school commencement up to two (2) activities designated as Parent Information Sessions could still be required. Additionally, evening activities specifically related to a teacher's job assignment could be required. Finally, teachers employed for portions of the year will fulfill their evening commitments in proportion to their time on the job.

Failure to follow the procedures above is basis for a grievance.

Section C. A Teacher Advisory Council shall be formed in each building, if the staff so chooses, to advise the principal on matters of general school concern. The structure may vary to suit the building needs. In smaller schools it may include all staff members, but, in larger schools representatives may be elected by the total staff. This election shall be conducted by secret ballot. The Teacher Advisory Council shall meet to review and discuss mutual concerns and make recommendations for their solution. Meetings of the Teacher Advisory Council and the principal shall be held at least once per semester. For the Teacher Advisory Council to function effectively, recommendations must be given due consideration in decisions that are made.

Section D. An additional responsibility, related to instruction and the broad professional role of teachers, is the voluntary sponsorship of club activities. Since the potential value of such an activity can only be realized through the enthusiastic leadership of the teacher sponsor and the interested participation of the students, such clubs will be initiated only when such student interest exists and when a qualified teacher volunteers to sponsor the activity. Such necessary conditions and any other requirements must be approved by the principal prior to the initiation of the club.

All teachers shall be given the opportunity to indicate interest in club sponsorship during the first few weeks of school in the fall and during the following May and June. The purpose of providing this opportunity to indicate interest is to facilitate the planning for clubs.

Section E. The ASSOCIATION and the BOARD support the concept of site based decision making as a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education. Through this process individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decisions. The mechanism through which these decisions/activities take place is the school improvement planning process.

1. Decisions made through the school improvement process will not conflict with the Collective Bargaining Agreement.
2. Participation in the school improvement process is considered a responsibility of every teacher. However, membership on the school improvement team or on school improvement committees will be formulated through a voluntary process.

ARTICLE XVI Cont'd

3. Each school improvement team will be established with the involvement of teachers in such a manner that a substantial portion of the positions will be held by teachers.
4. Necessary training, as determined by the building team, will be made available to all members involved in the school improvement process.

ARTICLE XVII - JOINT INSTRUCTIONAL COUNCIL

Section A. The BOARD and the ASSOCIATION agree to the establishment of a Joint Instructional Council. The Joint Instructional Council shall be composed of six (6) teachers selected by the ASSOCIATION and six (6) administrator representatives of the BOARD. The council will be co-chaired by a representative of the ASSOCIATION and a representative of the BOARD.

The purpose of the Joint Instructional Council is to advise in facilitating inservice and curriculum development and to hear and review the instructional concerns of the teaching staff. The council is not designed to serve as a replacement for either the Division of Instruction or the efforts of teachers' instructional interest groups. The council shall promote the broadest possible teacher representation and involvement in the decision-making process regarding inservice, instructional planning and design.

The Joint Instructional Council will hear from individuals with concerns as well as consult other persons necessary to develop a sound understanding of the issues being presented. The council may appoint sub-committees to carry out its responsibilities. The sub-committees shall be appointed by the BOARD and the ASSOCIATION in a manner such that the number of members appointed by the ASSOCIATION shall be equal to, or greater than, the number of members appointed by the BOARD.

The Joint Instructional Council shall report its findings and recommendations to the Superintendent or the Superintendent's designee.

Section B. As a part of its responsibilities the Joint Instructional Council established in this Agreement shall review and make recommendations regarding instructional concerns and issues such as: instructional management systems, testing programs, pilot and experimental programs, school improvement plans, and changes in new and existing instructional programs.

Section C. Minutes shall be kept of the Joint Instructional Council meetings and they shall be available after approval by the Joint Instructional Council. Minutes shall be sent to the BOARD'S designee and the ASSOCIATION.

Progress reports shall be issued as the need develops. There shall also be a year-end report. Such reports shall be available, upon request, to all educators in the system, Board of Education members, administrative staff, and the public.

The BOARD shall furnish for the Council:

1. Secretarial assistance,
2. An adequate meeting place,
3. Facilities for publishing and distributing minutes and reports.
4. Upon request, subject to the approval of the BOARD or Superintendent, funds may be provided for released time, compensation for out-of-school work for the Joint Instructional Council or its subcommittees, study workshops, resource personnel, or for other work or needs the Joint Instructional Council may have.

ARTICLE XVIII - CURRICULUM DEVELOPMENT/INSERVICE

I. CURRICULUM STUDIES

Section A. Specific areas of the curriculum to be studied shall be determined by the staff of each building for building-centered curriculum studies, and by the appropriate systemwide committee or group for systemwide studies.

Section B. Systemwide curriculum committees composed of at least five (5) teachers and at least one (1) administrative representative may be created to study and make recommendations to the BOARD and/or ASSOCIATION regarding the instructional program. Such committees may be organized on a grade level or on a subject matter basis, or both, and should be representative of as many schools as possible. Such committees shall report directly to the appropriate administrator and shall provide copies of their reports and recommendations to the Joint Instructional Council.

Section C. The administrator responsible for allocating the available conference attendance funds may reserve a percentage of the fund to allow teacher members of systemwide curriculum advisory committees to attend meetings related to the area of interest.

Section D. The parties recognize that any experimental or innovative program should be piloted and evaluated in writing by the participants prior to implementation. Copies of the written evaluation shall be submitted to the appropriate administrator and copies forwarded to the Joint Instructional Council.

Section E. The BOARD will make every reasonable attempt to provide appropriate materials and training necessary to begin a given program before the program is implemented. The BOARD will make every effort to provide continued appropriate support and training while a program is being fully implemented.

II. INSERVICE

Section A. The parties support the principle of continuous training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

Section B. During each school year, four (4) half days of inservice (school improvement days) will be provided for each building. At least half of these days will be reserved for activities scheduled by the individual building. The teachers' workday can be extended by up to one hour on the inservice days.

Section C. At the request of the ASSOCIATION or on the BOARD's initiative, arrangements may be made for: after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Compensation may be provided for such after-school inservice training according to Appendix B. Every effort will be made to obtain people of the highest qualification to participate as consultants or resource people in such activities. The BOARD may provide, as

ARTICLE XVIII (Cont'd)

a condition of employment prior to the hiring of a teacher, that attendance of certain after-school inservice training activities be required.

Section D. All buildings and divisions shall be allocated a time bank equal to seventy-five hundredths (.75) day per teacher for the year. In addition, there shall be allocated 100 days to be used on a systemwide level. Up to twenty-five (25) of these days may be used at the discretion of the ASSOCIATION.

When a school has a need which cannot be met with this allocation, a teacher advisory council may recommend that the principal apply to the appropriate director for additional days which may be available from the bank of 100 days, or because other schools do not have the need for their total allocation during that year. Days unused or uncommitted by April 15 shall be available for general use by request of the appropriate director. This bank is provided so that the following activities may occur in any combination. Principals, with the advice of their staffs, shall provide the appropriate director with a plan for the use of this time bank. Where appropriate, the director will coordinate dates and resources, and approve the plans.

1. Teachers may be approved for the express purpose of visiting other schools to observe specific programs in the teacher's teaching area or a related teaching area.
2. Teachers may be approved to attend state, regional and national conferences which have a direct relationship to their teaching area or to local curriculum studies in which they are participating. Toward this end, there shall be posted in each building as early as possible in the school year as complete a list of educational conferences as can be compiled cooperatively by the BOARD and the ASSOCIATION. A special area in each teachers' lounge shall be designated specifically for such postings. Additional postings of conferences may be made during the year by either the BOARD or the ASSOCIATION as information becomes available.
3. Substitutes may be employed to provide time to enable principals, department chairpersons or curriculum representatives to work with teachers, to permit teacher groups to do intensive planning, or to permit teachers to engage in other improvement efforts as may be determined cooperatively by the principal and teaching staff of each building, or by agreement between administrators and groups of teachers with common interests, for such activities by area or systemwide groups.
4. Conference attendance during non-school time shall be available to teachers through the use of substitute time bank conversion. Time bank conversion may be used to defray conference expense to the extent stated in Notice No. EED/SED-39 dated February 4, 1975. The substitute days may be converted to an equal dollar amount to pay teachers at the inservice rate established in Appendix B to perform these activities at a time other than the normal teacher's workday.

ARTICLE XVIII (Cont'd)

5. Every effort will be made to provide teachers with an equal opportunity to apply for the use of time bank days. How each time bank day is used within each building and by whom will be made available in the principal's office to the head ASSOCIATION representative.

Section E. The BOARD and the ASSOCIATION recognize the right for voluntary participation by teachers in inservice activities, and similar professional tasks.

III. GRANT COMMITTEE

The BOARD and the ASSOCIATION agree to the establishment of a Grant Committee. The Grant Committee shall be composed of a minimum of six teachers selected by the ASSOCIATION and a minimum of six administrator representatives of the BOARD. The committee will be co-chaired by a representative of the ASSOCIATION and a representative of the BOARD. The district will maintain a minimum of a \$120,000 special fund each year of the contract for conference attendance, special projects and/or equipment for classroom instruction. The equipment and/or material obtained with these funds is the property of the district but will remain with the teacher as long as the teacher is an employee of the district or until he/she turns in the equipment. The fund will be administered by the Grant Committee. The Grant Committee will provide a annual report of its activities and expenditures to the superintendent and the president of the ASSOCIATION.

ARTICLE XIX - DEPARTMENT CHAIRPERSONS/CURRICULUM REPRESENTATIVES

Section A. Secondary Department Chairpersons

1. Department chairpersons in the secondary schools shall exercise those duties outlined in D.I. Notice 1056, dated September 5, 1968, or as may be revised in accordance with this Agreement. Qualifications and method of selection of department chairpersons in both middle and senior high schools shall be in accordance with established BOARD regulations.
2. Department chairpersons shall be selected for the following departments provided a qualified person is available in the building.
 - a. Senior High: Fine arts (art/music), practical arts (family life/industrial technology) business, counseling, language arts, foreign language, mathematics, physical education, science, social studies, and special education.
 - b. Middle School: Language arts-social studies, mathematics, and science. (Language arts and social studies may be separated if the staff and the principal request and the appropriate director approves.)
3. Department chairpersons shall receive compensation in accordance with Appendix C.
4. The appointment of a teacher to the position of department chairperson shall be for a term of three years and subject to annual review.
5. In addition to the teacher allocation in Article XIII, Section A-2, each senior high school shall be allocated a minimum of .4 teacher per 1,000 students and each middle school shall be allowed a minimum of .7 teacher per 1,000 students to be used for released time for department chairpersons or other leadership functions by teachers.

The Faculty Council will work in cooperation with the building administrator to determine how this time is used.

Section B. Elementary Curriculum Representatives

1. Curriculum representatives in the elementary schools shall exercise those duties outlined in the Local School Representative in Curriculum posting dated May 7, 1968, or as may be revised in accordance with Article IX, Section A, of this Agreement.
2. One (1) curriculum representative will be selected for the Language Arts/Social Studies area, and one (1) curriculum representative will be selected for the Mathematics/Science area in each elementary building provided a qualified person is available.
3. Elementary Curriculum Representatives shall be compensated at the rate set forth in Appendix C.

ARTICLE XIX (Cont'd)

4. The appointment of a teacher to the position of curriculum representative shall be for a term of three (3) years and subject to annual review.
5. Each curriculum representative will be allocated two (2) days of time bank time per year to conduct the duties assigned to these positions. This time will be in addition to the time bank assigned to the building. Appropriate district-wide offices shall provide time from their time bank days for curriculum representatives to meet in district-wide meetings. Time bank days assigned to each building will not be used by the curriculum representatives for other than those uses planned by the building staff, or teacher advisory council, and principal.

ARTICLE XX - INSURANCE/FRINGE BENEFITS

Section A. Pursuant to the authority set forth in the Michigan School Laws, the BOARD agrees to contribute for each teacher who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter prescribed.

Teachers may, on a yearly basis, take advantage of a choice of one of the two following plans of health care and life insurance under the current program.

PLAN I

The BOARD shall contribute one hundred percent (100%) toward the payment of monthly premiums for a Major Medical-Hospitalization Plan which shall as a minimum include all coverages provided by the Major Medical-Hospitalization Plan in place under the preceding contract between the ASSOCIATION and the BOARD.

The BOARD shall contribute full premiums to provide life insurance of \$20,000 AD-D for the 1997-99 school years. Dependent life insurance shall be provided for the spouse in the amount of \$5,000, and \$2,500 for each dependent child.

PLAN II

The BOARD shall contribute full premiums to provide term life insurance of \$35,000 for the employee, \$5,000 for the spouse, and \$2,500 for each dependent child for the 1997-99 school years.

Section B. It shall be the responsibility of the teacher to file the appropriate form including authorization for payroll deduction for any additional optional premium with the insurance office prior to the close of the open period, October 1 - October 31.

Section C. The BOARD shall make payment of insurance premiums for each teacher to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Section D. The Major Medical-Hospitalization Plan shall reflect:

1. The existing voluntary PPOM Plan for major medical coverage which may be terminated at the school district's discretion at any time during the life of the contract.
2. The following co-pay and deductibles shall apply to the Major Medical portion:
 - a. 90% co-pay for hospital and medical coverage.
 - b. \$50 deductible - Individual
 - c. \$100 deductible - Two persons or family
3. A \$5.00 prescription drug rider.

ARTICLE XX (Cont'd)

4. A first aid emergency rider providing usual, reasonable, and customary (URC) coverage for emergency room, physician costs.
5. A Routine Mammogram Rider (RM) with frequency limitations of one baseline screening between ages 35 and 40, and annual visits for members 40 and over, along with any other coverage outlined in the rider.
6. Prostate Specific Antigen (PSA) test coverage for members who are age 40 or older, along with any other coverage outlined in the policy.
7. The plan year goes from January 1 to December 31 for major medical and July 1 to June 30 for hospitalization.

Section E. Dental Plan

1. The BOARD will pay the premiums and provide for each employee a family dental insurance plan. This plan will provide a benefit level of 80% Class I and 80% Class II.
2. The BOARD will provide Class III benefits for eligible dependent children to age 19. The benefit is at a 80% co-pay level with a dollar benefit lifetime limit of \$800 per eligible dependent.

Benefits are defined as follows:

- a. Class I -- Basic dental services -- to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services.
 - b. Class II -- Prosthodontic Service -- bridges, partial and complete dentures.
 - c. Class III -- Includes procedures for the prevention and correction of malposed teeth (orthodontics).
3. Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employee submits the necessary application documents.
 4. The plan year goes from September 1 through August 31.

Section F. Vision Care Plan

The BOARD will provide a vision care program with the following benefits:

1. Up to \$50.00 for an eye examination.
2. Regular lenses up to \$35.00 per lens.
3. Bi-focal lenses up to \$40.00 per lens.
4. Tri-focal lenses up to \$45.00 per lens.
5. Frames up to \$40.00.
6. Contact lenses up to \$65.00 per lens.

ARTICLE XX (Cont'd)

Examination, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, or contact lenses) will be provided once in a twelve (12) month policy year (from September 1 to August 31) for each eligible member of the family.

This plan year goes from September 1 to August 31.

Section G. The BOARD shall provide ASSOCIATION members the right to benefits of the MEA and NEA Tax Deferred Annuity Programs on payroll deduction. Payroll deduction for other tax deferred annuity programs shall be allowed by the BOARD upon designation of intent on the part of a minimum of 100 teachers.

Section H. The District shall make every effort to transfer funds for all annuities from the District to the available annuity companies within one (1) week of the date upon which the deduction from pay is made.

Section I. All part-time employees shall receive prorated benefits.

ARTICLE XXI - DAY CARE PROGRAM

1. The BOARD agrees that Livonia Public Schools teachers will have access to any day care programs operated by the District.
2. The operation of the day care center is governed by rules and regulations as to age, time of operation, admission, etc.
3. Non-Livonia residents who wish to enroll in tuition programs (i.e., kindergarten) are subject to the tuition requirement established by the BOARD.

ARTICLE XXII - ILLNESS/MATERNITY/BEREAVEMENT LEAVE/PERSONAL BUSINESS DAYS

Section A. Coverage

1. All teachers shall be provided sick and personal days in accordance with the following provisions. Teachers shall be provided with ten (10) annual days leave per year for the purpose of illness and disability. It is expressly understood that up to five (5) of the annual days may be used for family illness (spouse, child, or parent). Those teachers who are granted tenure status by the Board of Education and whose effective dates of tenure are on or after August 23, 1996 shall receive an additional ten (10) sick days added to their sick banks. Sick days taken in excess of the ten (10) annual days shall be deducted from the teacher's sick bank. In addition, two (2) personal business days shall be granted per year for non-recreational matters which cannot be postponed or handled on out-of-school time. If at all possible, teachers are expected to inform their principals in advance of the need for personal business days. Valid reasons for taking personal business days may include, but are not limited to, the following: court appearance, funeral of a close friend, teacher or family member graduation, official church holidays, necessary legal needs, approved leave for summer school or workshops, and the like. Upon return to duty following an absence, teachers shall complete the employee absence verification form available in the school office. Unused sick days shall be cumulative from one year to the next year and unused personal business days shall be added to the teacher's sick leave bank. The 200 day sick bank limit in the 1994-97 Agreement shall be removed. The District will review the records that were used to determine each teacher's sick day bank when the District implemented the Letter of Understanding, Item 1 (P. 91) of the 1994-97 Professional Agreement. Any deductions that occurred as a result of the 200 day cap as provided under Article XXII, Item 3 of the 1994-97 Professional Agreement will be added back into the teacher's sick bank.

At the beginning of each school year, a teacher shall be notified of the number of sick days in his/her sick bank. In the event a teacher is ill or disabled and unable to work, the teacher shall provide written certification substantiating the need for the absence periodically and as may be reasonable at the BOARD's request. The Board may require medical examination by a physician or clinic in which case the cost will be borne by the BOARD. The BOARD will provide a list of physicians or clinics from which the teacher may select. A teacher working less than a full school year shall receive sick and personal business days on a prorated basis.

4. For any absence which exceeds three (3) consecutive school days, or in the event there are questionable absences on the part of an individual teacher, the teacher shall, upon request, provide the office of the Assistant Superintendent for Administrative Services with written certification substantiating the need for such absence. Such certification may be requested from a qualified physician.
 - a. Only in emergencies may leave days be taken under the provisions of this Article on the last two (2) days of school or immediately preceding or following a holiday. Any use of leave days under this emergency provision must be approved by the Superintendent of Schools

ARTICLE XXII (Cont'd)

in advance, if at all possible. The teacher shall furnish verification, upon request, from a qualified physician if the teacher is ill on these days.

- b. The Assistant Superintendent for Administrative Services may grant additional business days beyond the two (2) previously allotted, provided that requests for such additional personal business days have been submitted and approved by the Assistant Superintendent for Administrative Services. Those who, by their practice and the dictates of their religion, need added days for religious observances shall request such days from the Personnel Office no later than the end of the third week in September.

Section B. Retention of Prior Accumulation

It is expressly understood that all members of the bargaining unit who have accumulated sick leave days under the provision of previous contracts shall retain that accumulation and such accumulation shall be restored in full, effective August 28, 1995, in accordance with the parties' Letter of Understanding, Item 1 (P. 91) of the 1994-97 Professional Agreement.

Section C.

At the time of retirement, the employee will be compensated at the rate of \$10.00 per day for unused days in the employee's sick bank.

Section D. Family and Medical Leave Act (FMLA)

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the BOARD will grant a leave of absence for one or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.

FMLA leaves are only available to employees who have been employed by the BOARD for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured

ARTICLE XXII (Cont'd)

back from the date a requested leave is to begin. In the event of a leave denoted as (4) above, the leave may be extended such that the total time on leave does not exceed one (1) year. In the event of a leave denoted as (1) or (2) above, the leave may be extended to the end of the then-current school year. Thereafter, the child care leave may be extended (at the sole discretion of the BOARD) for one (1) additional school year.

An employee's failure to return from leave at the designated time will be conclusively presumed as an abandonment of his or her employment. An employee requesting a FMLA leave must provide the Assistant Superintendent for Administrative Services at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

When a leave denoted as (1) through (3) above is granted, the employee must utilize all accumulated annual leave days, after which time, the leave is unpaid. When a leave denoted as (4) above is granted, the employee must utilize his or her accumulated leave days until he or she becomes eligible for benefits under the long-term disability program.

When a leave denoted as (1) through (4) above is granted, the BOARD will continue to provide an employee's medical, optical and dental insurance on the same terms and conditions as prior to the leave for the longer of (a) twelve (12) weeks, or (b) when the employee ceases utilization of his or her accumulated annual leave days.

An employee on leave shall not engage in any outside or supplemental employment.

Leaves denoted as (3) or (4) above must be supported by medical certification from a health care provider stating (a) the date on which the serious health condition commenced, (b) the probable duration of the condition, (c) the appropriate medical facts, and (d) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The BOARD reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the BOARD concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The BOARD may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the BOARD.

The BOARD may recover insurance premiums paid while an employee was on an unpaid leave under the FMLA if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and

ARTICLE XXII (Cont'd)

2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, subject to the following:

1. When an instructional employee begins a FMLA leave more than five (5) weeks before the end of a term, he/she must continue taking leave until the end of the term if:
 - a. the leave lasts at least three (3) weeks; and
 - b. the employee would otherwise have returned to work during the three (3) week period before the end of the term.
2. When an instructional employee begins a leave for a purpose other than the employee's own serious health condition during the five (5) week period before the end of a term, he/she must continue taking leave until the end of the term if:
 - a. the leave lasts more than two (2) weeks; and
 - b. the employee would otherwise have returned to work during the two (2) week period before the end of the term.
3. When an instructional employee begins a leave for a purpose other than his/her own serious health condition during the three (3) week period before the end of the term, and the leave will last more than five (5) working days, he/she must continue taking leave until the end of the term.

When an employee's leave is extended under 1, 2, or 3 above, the BOARD will continue to provide his/her medical, optical, and dental insurance while he/she is on leave as extended above, on the same terms and conditions as prior to the leave.

4. When a child care leave is or will be taken for a period of longer than twelve (12) weeks, the employee must submit, by March 15th, a written request to return from a leave in the following school year. Unless the request is submitted by this date, the BOARD shall be under no obligation to have a position for the teacher in the new school year. Requests to return submitted after this date, but prior to the expiration of the leave, may be acted upon at the convenience of the BOARD. A teacher on a child care leave that is or will be for a period longer than twelve (12) weeks, and who submits a request to return by March 15th shall be returned to employment at the beginning of the following school year.

ARTICLE XXII (Cont'd)

Section E. Bereavement Leave

Three (3) day's leave, with pay, may be granted for death in the immediate family. The immediate family is defined as: mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents, or any person in loco parentis. Such days shall not be deducted from the annual leave days.

Additional time for death in the immediate family due to extenuating circumstances may be taken from the annual leave days, as established in this Agreement.

Section F.

The Board shall make payment of insurance premiums for each teacher to provide a Long Term Disability (LTD) policy which at a minimum shall provide:

1. 66 2/3% of monthly salary not to exceed a maximum of \$3,500,
2. Qualifying period of 90 days,
3. Conversion privilege,
4. Lifetime freeze for benefits received from social security, any other governmental programs and retirement plans,
5. No offsets for: franchise, individual or wholesale disability income plans, thrift plans, IRA's, tax sheltered annuities, stock ownership plans, deferred compensation plans, and 401K plans,
6. 36 month own occupation disability with 80% earnings test (indexed by 7.5%),
7. Duration based on social security normal retirement age,
8. Child care credit expense (\$250 monthly maximum per dependent child),
9. \$100 minimum benefit,
10. Unrestricted mental/nervous benefits,
11. Cost of living adjustment (COLA) benefit.

The LTD program will not be modified from the program established without mutual consent between ASSOCIATION and the BOARD, and communication to the members.

Section G.

If a teacher is ill or disabled and is fully compensated under his/her accumulated sick bank for the 90-day LTD qualification period, then the teacher shall continue to receive fringe benefits of hospitalization, dental, and vision for a period not to exceed 12 months following the date the teacher begins drawing LTD payments. If the teacher's sick bank is insufficient to fully compensate the teacher for the entire 90-day LTD qualification period, then the teacher shall continue to receive these fringe benefits for a period not to exceed 12 months following the date the teacher exhausts his/her sick bank.

ARTICLE XXIII - PROFESSIONAL AND PERSONAL LEAVES

Section A. Professional Leave

1. A leave of absence without pay shall be granted to any tenure teacher for the purpose of special teaching such as the Peace Corps, National Teacher Corps, exchange or overseas teaching with the Department of Defense, or other similar programs and/or other similar exchange programs.
2. A leave of absence without pay shall be granted to any tenure teacher for the purpose of study, travel, research, or employment involving demonstrable advantage to the Livonia Public Schools. The teacher must demonstrate that this activity was full time for the period of the leave.
3. A leave of absence without pay shall be granted to any tenure teacher for the purpose of serving as an officer or member of the staff of the Livonia Education Association, the Michigan Education Association, or the National Education Association.
4. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the district during such period.

Section B. Personal Leave

1. A leave of absence without pay shall be granted to any tenure teacher for the purpose of campaigning for, or serving in, a public office.
2. A leave of absence without pay may be granted to any tenure teacher who gives detailed information indicating family or personal hardship. A leave of absence for one year without pay will be granted to a tenure teacher who asks for a leave because a spouse is relocating for his/her job.
3. A teacher called during the school year for National Guard or Reserve duty necessary to the national security as shown by proper authority, shall be granted special leave for this purpose, and shall be compensated for the difference between the teaching pay and the pay received for the performance of such duty up to the end of the contract year. Such special leave shall not be deducted from either sick leave or personal business leave.
4. Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time recognize the teacher's often greater civic responsibility of performing the teaching assignment. A teacher called during the school year shall notify the office of the Assistant Superintendent for Administrative Services immediately upon receipt of such call. A copy of such letter shall be sent to the office of the Assistant Superintendent for Administrative Services. The Assistant Superintendent for Administrative Services may contact the court.

In the event that a teacher is required to serve, then the teacher shall be granted special leave for this purpose and shall be compensated for the difference between the teaching pay and the pay received for the performance

ARTICLE XXIII (Cont'd)

of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

Section C. Duration of Leave

All requests for personal and professional leave should be submitted as soon as the need for the leave is known. Unless submitted at least forty-five (45) days prior to the beginning of the leave, the leave, if approved, shall begin on a date selected by the BOARD. All such leaves shall continue until the end of the school year in which the leave was granted. Leaves approved in the preceding school year to begin at the beginning of the school year shall be for the entire school year. Exception to these provisions may be made by the Superintendent, if requested, and approved prior to beginning the leave. However, if a vacancy exists similar to the teacher's previous teaching assignment, the request for return will be granted immediately.

Section D. Extension of Leave

Professional or personal leaves may be extended for one (1) additional school year. Such requests must be submitted prior to the expiration of the leave. In considering such requests, the advantage to the school district will be of prime consideration. A second additional year may be granted.

Section E. Return from Professional and Personal Leave

Teachers on leave must submit, by March 15, a written request to return from a leave in the following school year. Unless the request is submitted by this date, the BOARD shall be under no obligation to have a position for the teacher at the beginning of the school year. Requests to return submitted after this date, but prior to the expiration of the leave, may be acted upon at the convenience of the BOARD. Any teacher on leave who does not submit a written request for an extension or a return by the expiration of the leave (last teacher work day) shall be considered terminated and the BOARD shall have no obligation to said teacher. A teacher on leave who submits a request to return by March 15 shall be returned to employment at the beginning of the following school year.

Section F. Teachers requesting a return from leave by the appropriate dates shall be offered assignment in the area of certification and interest of the teacher on leave prior to anyone newly hired, previous substitutes, or former Livonia teachers.

ARTICLE XXIV - SABBATICAL LEAVE

Section A. Sabbatical Leave

Pursuant to Michigan School Law, teachers who have continuously been employed by the BOARD for seven (7) years may be granted a sabbatical leave for one (1) year. During a sabbatical leave, the teacher shall be considered to be in the employment of the BOARD, and shall be paid one-half (1/2) of his/her scheduled salary as set forth in Appendix A.

Determination of teachers to be granted such leave shall be made by a six (6) member panel composed of three (3) representatives chosen by the BOARD and three (3) representatives chosen by the ASSOCIATION. Upon the recommendation of this committee, the BOARD shall grant the equivalent of up to four (4) sabbatical leaves. The committee may recommend, and the BOARD may approve, additional sabbatical leaves if it is in the best interest of the school district to do so.

1. Qualifications

- a. The applicant must possess a valid continuing certificate or a professional education certificate, the validity of which extends, at the time of request, through the entire period of the sabbatical leave.
- b. The applicant must have been employed in the Livonia Public Schools School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay for professional improvement, restoration of health, or maternity shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total of seven (7) required by this qualification.
- c. The applicant must not have been granted a sabbatical leave of absence from the Livonia Public Schools School District during the seven (7) consecutive years of service immediately preceding current application.
- d. The applicant must sign an agreement to return to service with the Livonia Public Schools School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years (one year in the event of a half-year sabbatical leave), unless causes beyond the applicant's control prevent, or to refund all or part of any compensation received during the sabbatical leave from the Livonia Public Schools School District, according to the following schedule:

<u>Years Service Following Leave</u>	<u>Refund</u>
0	100%
0.5	75%
1	50%
1.5	25%
2	0%

ARTICLE XXIV (Cont'd)

A proportionate schedule shall be followed in the event of half-year sabbatical leave. In the event of extenuating circumstances, the BOARD may, by special action, waive any obligation to refund compensation.

- e. All applications shall be reviewed for recommendation to the BOARD by a committee consisting of six (6) members, three (3) appointed by the Superintendent, and three (3) appointed by the ASSOCIATION. The committee shall consider, among other qualifications, the following:
 - (1) The proposed program of the applicant as related to professional graduate study, travel, writing or research.
 - (2) The value of the proposed program to the Livonia Public Schools School District, its pupils, and the individual applicant..
 - (3) The applicant's length of total service to the Livonia Public Schools.
 - (4) When the number of applicants exceeds a total of four (4) members of the teaching staff, the ratio of recipients should reflect the ratio of applicants, taking into account the total number of teachers eligible for a sabbatical from the areas of elementary, secondary and pupil personnel. The committee would be responsible for maintaining this balance.

2. Application

- a. Applications shall be filed with the office of the Assistant Superintendent for Administrative Services by March 15 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.
- b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.
- c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

3. Compensation

- a. Teachers on sabbatical leave will be paid one-half (1/2) their salary as set forth in Appendix A, on either twenty-one (21) or twenty-six (26) pays, as so indicated.
- b. A teacher granted such leave shall advance on the salary schedule the same number of steps had the teacher been on the staff in the Livonia Public Schools School District.

ARTICLE XXIV (Cont'd)

4. Status While on Sabbatical Leave

- a. A teacher on sabbatical leave shall be considered to be in the employ of the Livonia Public Schools School District and shall have a contract.
- b. Full insurance benefits as set forth in Article XX shall be provided teachers on sabbatical leave.
- c. Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the BOARD.
- d. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships, or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.
- e. Teachers shall be responsible for notifying the Payroll Department of the Livonia Public Schools School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

5. Status Upon Return From Sabbatical Leave

- a. A teacher, when requesting a sabbatical leave, shall indicate a wish to be restored to the teacher's present position upon return. In those instances when a guarantee cannot be made that the current position will be available, the Assistant Superintendent for Administrative Services shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.
- b. A teacher returning from sabbatical leave shall file with the Assistant Superintendent for Administrative Services within sixty (60) days a written report of the teacher's educational pursuits while on sabbatical leave and in the event the leave was granted for graduate study, a transcript from the college or university attended.

ARTICLE XXV - OTHER LEAVES OF ABSENCE

Military Leave

A military leave of absence without pay shall be granted to any regularly appointed teacher who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States. Tenure status is not required.

A probationary teacher returning to employment from military service shall be regarded as retaining the period of probationary service achieved prior to military service.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system, the BOARD reserving the right to give or to withhold increments or to deny extension of leave to those remaining in military service beyond the compulsory period. Sick leave allowance will be maintained but shall not accrue during military leave.

ARTICLE XXVI - RETIREMENT

Section A. Teachers who intend to retire will submit to the BOARD a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

The BOARD reserves the right to require retirement when an employee's physical or mental health makes it impossible to meet obligations of the teacher's regular assignment.

Section B. Terminal Leave Pay

1. In appreciation for services to the school district, teachers will receive terminal leave pay. In the event of death, terminal leave pay will be paid to the teacher's beneficiary in accordance with Article XXXV, Section M.
2. To qualify for terminal leave pay, the teacher shall have been employed in the school district for at least ten (10) consecutive years, shall be holding a full-time teaching assignment in the Livonia Public Schools, and shall be eligible for Michigan School Employees Retirement Fund benefits. In the event of extenuating circumstances, the BOARD may, by special action, waive any or all of the preceding qualifications. If an employee qualifies for terminal leave pay, the employee shall receive \$200.00 per year for each year of full-time teaching service.
3. Terminal leave pay shall be granted upon retirement.

ARTICLE XXVII - SENIORITY

Section A. Seniority shall be defined as total years of service to the Livonia Public Schools, computed from the first day teachers reported for work. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves, health leaves, family medical leaves, or military leaves shall not be considered as interruption of years of service, and shall be counted toward seniority. Maternity and personal leaves shall count toward seniority.

Section B. In the circumstances of more than one (1) teacher beginning employment on the same date, determination will be made by the date of official BOARD action employing the teachers, then date of offer letter, and finally, date of return of offer letter. The teacher with the earliest employment date will have the most seniority. In the event that more than one teacher has the same four (4) sets of determining dates for seniority then the relative place of such persons on the seniority list will be determined by a drawing of lots, participated in by all affected teachers. The notice of the drawing, including date, place and time, will be provided in writing to the ASSOCIATION and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested teachers, and particularly those affected, to attend. The President of the ASSOCIATION or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week of the drawing.

Section C. All seniority is lost when there is both a severance of employment and an interruption in service; however, seniority is retained if a severance of employment and an interruption in service is due to layoff. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective date of layoff, and shall continue to accrue seniority for a continuous period equal to the seniority acquired at the time of such layoff. Right to recall is terminated at the end of that period. Right to recall is terminated when a position is offered and refused.

Section D. The seniority list shall be published by December 15 of each year, with notation of certifications then on file with the BOARD for each teacher. They will be posted in the area of each building reserved for teachers' use. A copy of the posted seniority list and all subsequent updates shall be provided to the ASSOCIATION.

Section E. The current practice of granting bargaining unit seniority to administrators shall continue for administrators currently employed by the BOARD. After the effective date of this agreement, teachers who have accrued seniority and who become administrators in this district shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority. Administrators who are hired from outside the district shall have no seniority in the bargaining unit.

ARTICLE XXVIII - PROMOTIONS, VACANCIES AND TRANSFERS

Section A. Vacancies and Voluntary Transfers

1. In order to avoid undue disruption of the program, vacancies which occur during the school year shall be considered filled on a temporary basis, and shall be posted as vacant at the end of the school year in a notice to staff and the ASSOCIATION by June 1. Other vacancies will be posted before June 1 by a special staff bulletin from the Personnel Office, and those known after June 1 will be posted in the Personnel Office and with the ASSOCIATION as they occur. Teachers may make application for positions at any time and will be considered for vacancies within the area of their requests. Such requests will be considered terminated the first day of school in September but may subsequently be renewed.
2. Although the BOARD and the ASSOCIATION recognize that frequent transfers of teachers from one school to another are disruptive of the educational process and interfere with optimum teacher performance, they also recognize that relocation of staff personnel may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff, to honor the wishes of employees for service elsewhere in the system, and to provide a better opportunity for professional growth.
3. In order to facilitate transfers, as well as general recruitment, the ASSOCIATION agrees to encourage teachers to communicate to their immediate supervisor their plans for the following year as soon as possible. The BOARD may survey the staff, using whatever means appropriate, to determine the employment status of teachers for the ensuing year.
4. Teachers may make an official request for a change in assignment for the following year on a form provided by the Personnel Office. These requests may be filed at any time. All transfer requests received prior to May 1 shall be acted upon by the Superintendent in cooperation with all parties affected and considering instructional needs of all schools concerned, experience within and outside the system, training, certification, proven and potential ability, and other personal and professional qualifications considered pertinent by the BOARD for the position. The applicant shall be notified on the status of the application prior to the close of the teachers' school year. Transfer requests received after May 1 shall be acted upon the following school year; however, the Personnel Office will make every attempt to honor transfer requests to fill vacancies as they become known after this date.

When a teacher within the system is denied a position for which application has been made, the teacher shall be provided with a complete statement of reasons for denial by the administrator making the decision, if requested.

5. Transfer requests shall be given consideration before recalling laid off teachers.

Article XXVIII (Cont'd)

6. Teachers returning from leave, newly hired, previous substitutes, or former Livonia teachers shall not be assigned to a position until those teachers requesting a transfer have been informed of the vacancy and given an opportunity to interview for the position.

Section B. Involuntary Transfers

1. An involuntary transfer will be made only after written notification to the teacher. Except in unusual circumstances, such transfers will take effect only at the beginning of the following school year. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
2. An involuntary transfer may be necessary to provide a better opportunity for professional growth of the teacher to meet unique instructional requirements, such as may happen in curriculum changes, student selections, or similar valid reasons. When the transfer is necessary for other than reduction in force, then the teacher being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the teacher, the action must be preceded by a period of evaluation, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the teacher. There may occasionally be unusual circumstances requiring urgent action.
3. In the event that more than one position exists which would better meet the capabilities of the teacher, then the teacher will be provided with a list of all such vacancies and be given adequate released time to visit the schools in which those positions exist. It is understood that a variety of positions from which to choose is more desirable than direct assignment of the teacher without the teacher's concurrence. Except in unusual circumstances requiring urgent action, a teacher will not be forced to transfer until a specific position, which is vacant, has been identified, which will be more suited to the teacher's capabilities, in light of the problems identified by the administration as reasons for the transfer.
4. Other teachers shall not be placed in positions in the same field in the same level where an involuntary transfer is anticipated until such positions are identified specifically for those who are to be involuntarily transferred either under this Article or Article XXIX, unless such assignment would facilitate the assignment of the teacher forced to transfer.

Section C. Promotions

1. A promotional position is defined as an advancement in salary above the salary schedule in Appendix A. Whenever a vacancy in any promotional position shall occur, other than for Superintendent or the Superintendent's

ARTICLE XXVIII (Cont'd)

immediate staff, the BOARD shall publicize such vacancy by posting notices in each school and the central office. Copies of these notices will also be sent to Head Association Representatives.

2. Any teacher may indicate an interest in a particular kind of promotional position should one become vacant. All applications or indications of interest shall be in writing and shall be acknowledged by the Personnel Office.
3. Any qualified teacher may apply in writing for any promotional position vacancies which are posted, and the receipt of such application shall be acknowledged by the Personnel Office. Vacancies shall be filled on the basis of proven and potential ability, and other personal and professional qualifications considered pertinent by the BOARD for the position.
4. No vacancy for a promotional position will be filled, except on a temporary basis, until such vacancy has been publicized for at least ten (10) days. When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should be excluded from consideration for regular appointment. That person shall be required to apply and follow the same procedure as other applicants for regular appointment. A position may not be filled on a temporary basis beyond the end of the then current school year.
5. The parties recognize that the filling of promotional vacancies according to job description posting is the prerogative of the BOARD, and the decision of the BOARD with respect to such matters shall be final.

ARTICLE XXIX - LAYOFF STATUS AND RECALL

Section A. Should substantial and unforeseen changes in student population, financial conditions, changes, revisions, or elimination in or of the programs make necessary a layoff of personnel, the following layoff procedures shall prevail:

1. Specially certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.
2. If reduction is still necessary, then probationary teachers will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.
3. If reduction is still necessary, the principal in each building where a reduction is necessary shall identify the department(s) in secondary schools, K-6 in elementary schools or special areas, such as exist in special education, media specialists, etc., where such reduction is to take place.
4. The teacher(s) in that building with the least amount of seniority according to the seniority list shall be declared surplus.
5. The surplus teacher will be assigned to any vacancy which exists in any other building in the district, in the department in secondary schools, K-6 in elementary schools, or appropriate special areas for which the teacher is certified and has been teaching in the most recent assignment.

When a choice of buildings is possible, the convenience and wishes of the teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

6. If no vacancy exists in any building, in the department in secondary schools, K-6 in elementary schools, or special areas, then the teacher declared surplus shall be assigned to the position in the school district in the teacher's previous area of teaching and in the level previously taught held by the least senior teacher in the school district.
7. The least senior teacher thus displaced from the department, level or area previously taught shall be considered for any vacancy which may exist in a teaching area for which the teacher is certified. If the teacher has had previous satisfactory Livonia experience in this new area, then the teacher shall be assigned to such vacancy. If there has been no previous satisfactory Livonia experience, the teacher must demonstrate, through interviews, short-term assignment, or other appropriate means, ability to satisfactorily teach in this new area. This provision applies only if a vacancy exists.

ARTICLE XXIX (Cont'd)

8. In addition, any Livonia teacher
 - a. with K-8 certificate could bump into middle school, only with a ninth grade endorsement and only into specific subject areas covered by that endorsement, or twenty (20) hours in the subject matter area (excluding methods courses) with at least five (5) in the specific assignment subject matter and only into areas covered by the designated endorsement or hours.
 - b. with 7-12 certificate could bump across secondary levels into specific subject area indicated on the teacher's certificate providing that in the senior high school the teacher can qualify under North Central provisions upon assignment or be within two (2) courses. These two (2) courses must be completed prior to the opening of school the following year.
 - c. with dual certification (K-8, 7-12) could bump across levels only into specific subject areas indicated on the teacher's certificate and if assignment is to be at the senior high level, the teacher must qualify under the provisions of (b).
 - d. with K-12 certificate or endorsement could bump across levels into the specific subject areas of the endorsement or certificate. These teachers could also bump classroom teachers at the elementary level if they hold a K-8 certificate or at secondary in specific subject matter areas indicated on a 7-12 certificate as specified in (b).
 - e. may bump into special education only if fully certificated, fully approved and qualified for reimbursement.
 - f. can bump levels if the teacher has had previous successful teaching experience at that level under contract in Livonia or in another Michigan school district as specified in (b).
9. If there are no vacancies appropriate to the certification and previous experience of the teacher, the teacher will be placed on layoff status. The effective date of any layoff shall be the first weekday after the end of the school year in which the teacher has worked.
10. The ASSOCIATION shall be notified when the above procedures are implemented and related assignments are made. The ASSOCIATION shall also be allowed to be in attendance while implementation and assignments are made.
11. A laid off teacher shall receive health and life insurance benefits, as herein provided, for a period of six (6) months following the effective date of layoff, unless the teacher accepts other contractual teaching employment.
12. A laid off teacher shall, upon application, be granted priority status on the district substitute teacher list, such priority to be determined according to seniority.

ARTICLE XXIX (Cont'd)

13. The teacher will be returned to the teacher's original position when a vacancy occurs, if the teacher wishes to return.
14. No other placement of staff shall occur in the same field and the same level where an involuntary transfer is anticipated prior to those forced to transfer involuntarily, either under this Article or Article XXVIII, unless such assignment would facilitate the assignment of a teacher laid off.
15. All teachers who anticipate changes in their certification must notify the personnel department by March 15 of the current school year in order to exercise bumping rights in their new area of certification for the following school year. This section also applies to teachers on layoff.

Section B. Teachers being recalled will be given ten (10) days from the date of the mailing of a certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employee's recall rights, except that a teacher who is sick shall notify the BOARD of intent to return as soon as possible, and, from the date of notifying the BOARD, shall be deemed to be on sick leave. A substitute shall be hired in the teacher's place until return from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.

No credit on the salary schedule shall accrue during layoff status. Teachers on layoff status must submit a written notice annually prior to March 15, advising the personnel office of their current address in order to retain their layoff/reemployment status. Failure to provide written notice shall terminate layoff/reemployment status.

Section C. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.

Section D. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas may be qualified, and who possess the necessary certification, are recalled or decline the opening.

Section E. The BOARD will make every effort to assist all teachers who are laid off due to internal conditions, annexations or consolidation to secure employment in other school districts upon terms and conditions as nearly comparable as possible to those contained herein.

Section F. Recall will be based on a reversal of Section A, above; i.e., the last laid off will be the first recalled, provided that all tenure teachers on leave have been reinstated prior to recall of probationers.

Section G. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year, or portion thereof, unless said teacher shall have been notified of said layoff on or before June 10 of the previous school year.

ARTICLE XXIX (Cont'd)

Section H. A teacher who is laid off under this Agreement and who is paid unemployment compensation (associated with his/her regular bargaining unit assignment) during the summer immediately following layoff and who is subsequently recalled to a bargaining unit position equal to or greater than the position held at the time of layoff, on or before the first student day of the next school year, will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate, will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off. If the teacher is called back to a position that is less than the position the teacher was laid off from, no salary adjustments or repayment will be necessary from the teacher to the District.

ARTICLE XXX - REORGANIZATIONS AND CONSORTIA

Section A. To the full extent permitted by law, this Agreement shall be binding upon the BOARD and its successor personnel and upon any school district into which or with which this DISTRICT shall be merged, combined or reorganized.

ARTICLE XXXI - STUDENT AND INTERN TEACHING ASSIGNMENTS

Section A. Supervisory teachers of record of student, associate, or pre-intern teachers shall be fully certificated, tenured teachers, teaching in their major or minor area of preparation and possessing, whenever possible, a minimum of a Master's degree in academic preparation, who voluntarily accept the assignment and shall be known as cooperating teachers. Cooperating teachers, insofar as possible, shall have previously taken a university course in the basic principles of supervising student teachers or shall indicate a willingness to accept such an academic learning experience when offered locally on a tuition-free basis.

Section B. It is expressly agreed that the BOARD shall not use student teachers as a basis for not hiring additional teachers.

Section C. The placement of student teachers shall be consistent with this Agreement.

Section D. The supervising teacher shall have the right to accept an honorarium or other compensation as may be offered to the District by the student/intern placing institution.

Section E. Student teachers shall not be used as substitute teachers.

Section F. Prior to acceptance of a student teacher, there shall be a meeting between the teacher and the prospective student teacher. Following this interview, the teacher or building administrator shall then have the right to accept or reject the student teacher.

Section G. Guidelines governing student teaching shall be mutually developed by the ASSOCIATION and the BOARD.

ARTICLE XXXII - TEACHER EVALUATION

Section A. The parties recognize that the evaluation of teachers is a continuous process of primary concern to both the ASSOCIATION and the BOARD. The evaluation of teachers will be completed in accordance with the Teacher Evaluation Procedures developed jointly by the ASSOCIATION and the BOARD.

Section B. It is recognized that, once a person achieves tenure status, this status may only be denied as provided for under the Michigan Tenure Act. It is further recognized that a person never achieves tenure in a particular position, but only as a classroom teacher and is subject to assignment according to the provisions of this Agreement. However, whenever a teacher is transferred or promoted to another position of a different nature than the one in which tenure has been achieved, the teacher shall be required to serve a one (1) year trial period in that position. This would specifically include, but not be limited to, transfers to counselors, media specialists, student services and changes between elementary, middle school, and senior high.

During this trial period, the teacher is to be evaluated by an administrator informed in the use of the Teacher Evaluation Procedure used in the Livonia Public Schools. At the end of this period of time, if evaluations are not completely satisfactory, the teacher may be transferred to a like position to the one in which tenure was achieved. After this period of time, if retained in the new position, the teacher is to have all the benefits due as if the probationary period had been served under the Tenure Act in that position. A teacher advisor will be appointed, if requested, to assist the tenure teacher during this trial period.

Section C.

1. Newly hired teachers will be part of a New Teacher Induction/Teacher Mentoring Process.
2. According to PA 335 of 1993, the required number of inservice days will be 15 over a 3 year period. In order to satisfy these requirements, as defined in PA 335 of 1993, a year is defined as at least 150 days and a day is defined as a minimum of 2-1/2 clock hours. These conditions will change with changes in provisions of the law.
3. The Probationary Advisor as described in the Teacher Evaluation Procedures Booklet (December 1993) will be considered the teacher mentor for purposes of implementing the New Teacher Induction/Teacher Mentoring Process.

Section D. When a comprehensive evaluation by the principal or immediate supervisor shows the need for inservice training of any teacher, a request that the teacher receive the needed inservice training shall be a matter of record. While attendance is voluntary, the teacher's participation or non-participation shall likewise become a matter of record. Such activities will be within the teacher's workday, or reimbursed at the inservice training rate established in Appendix B. Except as provisions may be made by the BOARD as a condition of employment prior to the hiring of a teacher, attendance at such after-school inservice training activities, whether initiated by the ASSOCIATION, the BOARD, or jointly, shall be voluntary on the part of the teacher.

ARTICLE XXXIII - GRIEVANCE PROCEDURE

Section A. A claim by a teacher or the ASSOCIATION that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, policy or regulation of the BOARD, may be processed as a grievance as hereinafter provided.

Section B. Procedure

The purpose of the procedures set forth hereinafter is to produce prompt solutions to those complaints which, from time to time, may arise involving an alleged violation of a specific Article and Section of the Agreement. The ASSOCIATION and the BOARD desire that such procedure shall be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

HEARING LEVELS

INFORMAL LEVEL:

In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the immediate supervisor (or appropriate administrator), accompanied by the ASSOCIATION representative. A written grievance must be filed within fifteen (15) school days of the violation, misinterpretation or misapplication or within fifteen (15) days of the discovery thereof.

FORMAL LEVEL:

STEP ONE

If the teacher(s) is not satisfied with the supervisor's (administrator's) verbal response, at the informal level, he/she may formalize the complaint in writing on a form mutually agreed to by the ASSOCIATION and the BOARD. The form shall be obtained from the ASSOCIATION. The formal written grievance, signed and dated, shall be submitted to the immediate supervisor (appropriate administrator). The supervisor (administrator) shall within five (5) school days of the receipt of the grievance, render a written decision. This decision shall be written on the grievance form and shall be forwarded to the grievant and the ASSOCIATION.

STEP TWO

If the grievance shall not be disposed of to the teacher's satisfaction, and the teacher and the ASSOCIATION shall have determined to proceed further, then the grievance shall be immediately processed with the Board of Education through the superintendent or designee, within ten (10) school days of the receipt of the written response of the supervisor (administrator). Within five (5) school days after the grievance has been received by the Board of Education or its designee a meeting shall be scheduled with the ASSOCIATION and the grievant.

ARTICLE XXXIII (Cont'd)

Within ten (10) school days after the conclusion of the meeting, the BOARD or its designee, shall render a written decision, with copies to the ASSOCIATION and the grievant.

Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step II but will not be arbitrable.

STEP THREE

If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of this Agreement, the ASSOCIATION or the BOARD may, within ten (10) school days after the decision of Step II is rendered, submit the grievance to arbitration.

Section C. Rules Governing Arbitration

1. The following matters shall not be the basis of any grievance filed for arbitration under the procedure outlined in this Article.
 - a. Termination of services of or failure to re-employ any probationary teacher.
 - b. Discharge or demotion under the procedures specified in the Teacher Tenure Act (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).
 - c. Failure to reappoint a teacher to an extra-duty assignment as represented on Schedule B, providing the teacher has been evaluated and has received assistance in improving the work.
2. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and Section allegedly violated.
3. Parties shall attempt, within ten (10) school days after the receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator. The arbitrator shall then be selected according to the rules of the American Arbitration Association which shall likewise govern the proceedings.
4. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decisions shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date final statements and proof are submitted to the arbitrator, and shall be final and

ARTICLE XXXIII (Cont'd)

binding upon the ASSOCIATION, its members, all employees covered by this Agreement, and the DISTRICT.

5. At the close of the hearing, the arbitrator shall afford the BOARD and the ASSOCIATION a reasonable opportunity to furnish briefs.
6. The arbitrator will be without power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the arbitrator make any decisions which require the commission of an act prohibited by law. His authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated. The arbitrator shall have no power to rule on those matters exempted from the grievance procedure.
7. The cost of the services of the arbitrator, including per diem expenses, shall be borne equally by the BOARD and the ASSOCIATION. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
8. Claims involving financial liability will be limited in retroactivity to a period of fifteen (15) school days from the date on which the grievance was filed, except in the case of a payroll error, incorrect interpretation of records, or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.

Section D. The time limits in this Article shall be strictly observed, but may be extended by agreement, in writing, of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardships to any party, the BOARD shall use its best efforts to process such grievance prior to the end of the school year, or as soon thereafter as possible.

Section E. If an individual teacher has a personal complaint which the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the ASSOCIATION and opportunity for an ASSOCIATION representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the ASSOCIATION.

ARTICLE XXXIV - NEGOTIATION PROCEDURES

Section A. Representatives of the BOARD and the ASSOCIATION, including at least one (1) member of the respective bargaining teams, will reserve up to two (2) hours for a meeting on the last school Tuesday of each month, or such other day as mutually agreed upon for the purpose of reviewing the administration of the contract and to discuss concerns which may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other on or before Wednesday prior to the meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place during the regular school day, unless otherwise mutually agreed.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the BOARD and the ASSOCIATION. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section B. Beginning not later than March 15 of the calendar year in which this Agreement expires, the ASSOCIATION and the BOARD agree to negotiate over a successor agreement in accordance with the provisions set forth herein in a good faith effort to reach agreement concerning teacher salaries, hours, and other terms or conditions of employment. Any agreements so negotiated shall apply to all teachers and shall be reduced to writing and ratified and signed by the BOARD and the ASSOCIATION.

Section C. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and reach consensus in the course of negotiations.

Section D. Copies of this Agreement titled "Professional Agreement Between the Livonia Public Schools School District and the Livonia Education Association" shall be printed at the expense of the District within thirty (30) days of the signing of this Agreement and at that time shall deliver to the ASSOCIATION copies numbering one and one-half (1-1/2) times the number of members of the ASSOCIATION. The ASSOCIATION shall be responsible for the distribution of the copies to its members.

ARTICLE XXXV - COMPENSATION

Section A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

Section B. The amount of credit allowable for outside teaching experience to teachers entering the system will be seven (7) years, the retroactive nature of experience shall not be subject to the Professional Grievance Procedure set forth in Article XXXVIII. Additional years of credit for outside teaching experience may be recommended in the case of outstanding applicants for positions requiring unusual experience. The Superintendent's decision on credit for experience beyond seven (7) years shall be final.

Full credit shall be granted for all teaching experience in the Livonia Public Schools, except for substitute teaching. Substitute teachers in the Livonia schools may be credited in the same manner as contract teachers; however, no more than three (3) years credit may be granted for substitute teaching. One (1) full semester, at least ninety (90) days of teaching, shall be credited as one-half (1/2) year on the salary schedule. Teachers allowed one-half (1/2) year credit shall be placed one-half (1/2) way between the appropriate steps on the salary schedule. One hundred thirty-five (135) days or more of teaching shall be credited as one (1) full year on the salary schedule.

The Superintendent may recommend credit for other than public school or college teaching experience, if, in the Superintendent's opinion, it contributes to the qualification of the teacher for a particular assignment. This could include military service, Peace Corps, VISTA and other job-related experience which would be in the same field as the teaching area assigned and a direct relationship exists. It is understood that credit will be granted if the teacher can show that the work in the foregoing was related to the teaching assignment to which the teacher has been assigned.

The credit which may be granted for other than public schools or college teaching experience shall be no more than three (3) years and the maximum credit allowed for both teaching and other experience shall be limited to seven (7) years credit for total outside teaching and related experience as has been recommended by the Superintendent.

Teachers who are vocationally certified and teaching vocational courses shall receive a \$300.00 stipend so long as they are working in a reimbursable program for which vocational certification is required.

Note: Vocational teachers who were placed on the next degree schedule (from BA to MA) only shall be grandfathered so long as they continue to work in a reimbursable program for which vocational certification is required.

Section C. All transcripts must be in the Superintendent's office not later than October 31 in order to receive salary credit for the first semester, or March 31 for the second semester. Teachers who have been receiving credit above a bachelor's degree on their 1969-70 contract for from one (1) to ten (10) semester hours of graduate credit shall continue to receive this amount. See Salary Schedule for pay for extra hours.

ARTICLE XXXV (Cont'd)

Section D. The salary schedule is based upon the regular school calendar as set forth in Appendix D and the normal teaching assignment as defined in this Agreement. If a teacher shall teach more than the normal teaching load as set forth in Article XI as a regular part of the teacher's assignment, compensation will be one and one-half (1-1/2) times the individual hourly rate upon substituting in the same assignment for two (2) continuous school weeks or longer. If it is known that the assignment will be for two (2) weeks or more when the teacher assumes this assignment, then the permanent rate will begin immediately. In the event that a temporary assignment over and above the normal teaching load as set forth in Article XI becomes permanent, the permanent rate shall begin immediately but shall not be retroactive. It is the responsibility of the building principal to notify the teacher and the personnel office immediately in such an instance.

Section E. A teacher's daily rate is to be determined by dividing the teacher's basic annual salary as set forth in Appendix A by 200 days. A teacher's hourly rate is to be determined by dividing the daily rate by 7.5. It is recognized that the numbers in this paragraph are for computational purposes only.

Section F. No teacher at any level shall be used as a substitute teacher unless it is a scheduled part of the total teaching hours, except in the case of emergency. It will be expressly understood that failure of a substitute to arrive on schedule or the inability of the BOARD to secure a substitute shall be considered an emergency. Such emergency assignments shall be rotated among qualified available personnel. Such substitution would be in the areas of certification as far as possible. During a teacher's scheduled student contact time, a teacher will not be assigned the responsibility for all or a part of another teacher's student load when another teacher is available for coverage.

In such emergency cases when a regular teacher has been assigned to substitute in another teacher's assignment during a conference/preparation period, or a period that would occur beyond a teacher's normal teaching day, the teacher shall be reimbursed at the rate established in Appendix B of this Agreement. No teacher shall be assigned more than one (1) hour of such substituting per day, nor shall a teacher be paid for more than one (1) hour per day of such substituting.

Section G. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in Appendix B of the Agreement. All compensation shall be in accordance with the provisions of this Agreement.

Section H. Mileage Reimbursement

Teachers required in the course of their work to drive personal automobiles from one building to another shall receive a car allowance based upon the IRS mileage rate. The same allowance shall be given for use of personal cars for field trips or other approved business of the district when the teacher's personal car is used for such business. Mileage allowance is computed only after the person has reached the initial established work location for that day and specifically excludes traveling to and from such established work location.

ARTICLE XXXV (Cont'd)

Section I. Pay days shall be at the close of each two-week (2) period during the school year. Employees working the school year only may elect the option of collecting the unpaid balance at the close of the regular school year provided that a written request for such payment has been made to the business office at least thirty (30) days before the close of school. An employee on twenty-six (26) pays who leaves during the year should not expect to receive the remaining portion of pay until one (1) pay period following termination, unless official notification of termination is submitted thirty (30) days in advance and the request for complete payment made at that time. The employee will indicate in writing to the Superintendent of Schools the choice of method of payment before the effective date of the contract. If school is not in session on payday, the payroll office will prepare checks and deliver them to the buildings the last day school is in session.

Section J. When employees begin work after the opening of a new school year, experience is determined by the amount of creditable year's experience the person would have been eligible for had they started work on the first work day of that year.

Section K. There are some subject areas in which an educational specialist degree is not offered. If the educational specialist degree is offered in the subject area by the college where the teacher is doing graduate work, then no consideration shall be given to an "equivalent" of an educational specialist degree, unless such degree has been "by-passed" in order to receive a doctor's degree. If the educational specialist degree is not offered, or if it has been by-passed as above, then the following shall be considered the equivalent of an educational specialist degree.

1. To be granted the educational specialist degree stipend, the credit hours must be shown on an official transcript from a fully accredited college or university. Any course work taken outside the teaching and/or education field must have prior approval from the Assistant Superintendent for Administrative Services.
2. Thirty (30) graduate semester hours after completion of the Master's degree in the same field and in a planned program. The official transcript must be accompanied by a letter from the dean of the graduate school or the teacher's graduate advisor stating that in the dean's or advisor's judgment, the work completed is equivalent to what is ordinarily required for an educational specialist degree at that institution.
3. Forty-five (45) graduate semester hours after completion of the Master's degree in which at least thirty (30) graduate semester hours are in the same subject area and identified as being appropriate to the teacher's field.
4. The Masters of Social Work is considered the equivalent of an educational specialist degree for school social workers.

ARTICLE XXXV (Cont'd)

Section L. A teacher shall receive an annual longevity payment in accordance with the following schedule at the beginning of the year of service shown below:

<u>Year</u>	<u>1997-99*</u>
16	\$ 1,936
17	2,086
18	2,236
19	2,386
20	2,536
21	2,686
22	2,836
23	2,986
24	3,136
25	3,286
26	3,436

* FOR THE 1997-98 SCHOOL YEAR ONLY, \$250.00 WILL BE ADDED TO THE LONGEVITY RATE.

LONGEVITY RATES SUBJECT TO VERIFICATION

Section M. Unpaid Wages of Deceased Teachers

1. In the case of the death of any teacher, the BOARD shall pay all wages and terminal pay due to such deceased teacher to the spouse, children, father or mother, sister or brother of the deceased teacher, in the preceding order of preference. The required payment and/or required order of preference may be altered by the teacher only upon the teacher's filing, prior to death, with the BOARD or designated official, of a Beneficiary Designation Form changing such requirements, an example of which is attached to this Agreement as Appendix E. That form shall remain effective until superseded by the filing of a later Beneficiary Designation Form by the teacher or by the termination of employment and payment to the teacher of all wages owed by the BOARD.
2. If the teacher leaves no surviving spouse, children, father, mother, sister, brother, or other designated beneficiary, then all wages and benefits owing shall be paid into the estate of the deceased teacher.
3. "Wages," as used in this Article and the Beneficiary Designation Form, include all forms of compensation, benefits, or reimbursement for expenses granted under this Agreement which are due to the deceased teacher.

ARTICLE XXXVI - EXTRA-CURRICULAR ACTIVITIES/COMPENSATION

Section A. It is recognized that some activities which require an extensive amount of time beyond the normal school day should receive additional compensation as stated in Schedule B. The following which may be limited in time assignments are:

1. Athletic events.
2. Student dances.
3. Activity nights.
4. Other elementary and secondary activities requiring student and/or crowd control.
5. Similar activities determined through agreement between the ASSOCIATION and the BOARD.

All teachers not otherwise assigned to such events, but interested in assisting with them, should have the opportunity to request to do so. Should there be insufficient requests to assist in these events, the BOARD will assign teachers on a balanced basis and provide adequate supervisory assistance to cover the activity. Such supervisory work will be remunerated according to the rates set forth in Appendix B.

Section B. Any scheduled extra-pay assignments in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra-duties enumerated in Appendix B, and summer school courses outside the regular school year shall not be obligatory but shall be with the consent of the teacher, except for the cases previously indicated in Article XI, Section A, wherein the teacher was hired specifically for an assignment wholly or partially outside the regular day school schedule. This restriction does not limit the professional activities as outlined in Article V of this Agreement. At the same time, it is the prerogative of the BOARD permanently to staff late afternoon and evening programs such as alternative high school programs and high school completion programs with teachers not otherwise employed, in the same manner as it does for the day school program.

Section C. Teachers are employed and assigned on the basis of their area of teaching competency. Extra-pay assignments are ordinarily offered to those people who have exhibited an interest in them and who have the ability to conduct this extra-pay assignment as evidenced by course work or experience. A third factor is the balancing of extra-duty assignments among those people with the interest and ability. Seldom would one individual have more than two (2) extra-duty pay assignments if anyone else has the ability and the interest. Method of appointment to extra-duty pay assignments shall be as follows:

1. A vacancy shall exist when a new position is created, when a person who has held the position leaves or requests not to have the position any longer, or when the District declares the position vacant for reasonable and just cause. If the extra-pay assignment is held by a non-bargaining unit member, a vacancy shall exist when the person leaves or requests not to have the position any longer, or when the District declares the position vacant.

ARTICLE XXXVI (Cont'd)

2. When a vacancy exists for an extra-duty assignment, the principal shall post appropriate notices in the building soliciting written applications. The vacancy shall not be filled except in case of an emergency and then only on a temporary basis until such vacancy shall have been posted for at least ten (10) days. When a vacancy exists for a coaching position, the position shall be posted district-wide.
3. When more than one (1) person indicates an interest, ability and balance will become the prime factors of consideration. If these are essentially equal, then seniority in the Livonia Public Schools will become the deciding factor, with the person with greatest seniority given preference. Any person denied a position after indicating an interest in the vacancy may request the principal to state the reason(s) for such denial.
4. If there is no one with the ability and interest at a building for a particular extra-duty assignment, applications may be sought from other buildings.
5. It is recognized that tenure does not apply to any extra-duty assignment. If the District declares the position vacant based upon the teacher's performance in the extra-duty assignment, then the teacher shall be notified sixty (60) days prior to the end of the school year, except that when the assignment extends beyond this date, notification shall be by the end of the current school year.
6. An involuntary change in the extra-duty assignment of a teacher shall be for just cause and preceded by:
 - a. the faithful execution of an evaluation procedure;
 - b. a positive effort to assist the teacher in rectifying any professional difficulties noted; and
 - c. the forwarding of a written explanation for the action to the teacher.

Section D. Persons from outside the district will not be assigned any extra-curricular or summer school positions as a teacher as long as qualified Livonia Public Schools teachers are available to fill the positions.

Section E. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in Appendix B of the Agreement. All compensation shall be in accordance with the provisions of this Agreement.

ARTICLE XXXVII - ADULT EDUCATION/SUMMER SCHOOL AND
COMMUNITY EDUCATION

Both parties recognize that there is a wide variety of skills and competencies needed for teachers in teaching Adult Education, Summer School, Driver Education, Swimming, and other programs under the direction of the Department of Community Education.

Factors which must be considered in the selection of personnel for those programs would include teacher aptitude, unique qualifications, and competencies needed for these specific programs. Experience in particular areas, training to teach in these areas, tenure in Livonia, a method of rotation among qualified personnel and seniority in the Livonia Public Schools are also factors to be considered. Guidelines and criteria for the selection of personnel in this area are currently reflected in job postings and employment applications.

ARTICLE XXXVIII - SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be as set forth in Appendix D. There shall be no deviation from or change in the school calendar except by mutual agreement of the BOARD and the ASSOCIATION. In the event that a change is required to meet the minimum number of days required to qualify for full state aid, any change shall be mutually established.

ARTICLE XXXIX - CONTINUITY OF OPERATIONS

Section A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the regular school year and the avoidance of disputes which threaten to interfere with such operations. The ASSOCIATION, accordingly, agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

In the event of a work stoppage by any other group of employees of the Livonia Public Schools, teachers will maintain the same professional services as would be provided under normal circumstances. Their job descriptions may not be changed to include work normally provided by another employee group.

Section B. The Board agrees that it will not, during the period of the Agreement, directly or indirectly engage in or assist in the unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Section C. In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as loss of water, heat, electrical, fire, epidemics, or health conditions as defined by the city, county, or state health authorities, or other "Acts of God", teachers shall not be required to report for their work assignment and the calendar shall be adjusted in order to insure the number of student instruction days required by law.

When school is canceled after being convened for the day, teachers will assist with the release and departure of students and then will be released as determined by the building principal. The BOARD shall be entitled reschedule any days or portion of days that are lost due to "Acts of God" as defined above. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

Any needed additional days will be added to the end of the school year, delaying teacher work days accordingly, unless the BOARD and the ASSOCIATION mutually agree otherwise.

Section D. Nothing in this Article shall require the BOARD to keep schools open in the event of inclement weather or other Acts of God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb, and safety of the district's teachers. In those instances when it is judged appropriate not to operate the district's buses because of severe inclement weather, the schools shall be closed and teachers shall not be required to report for duty. The Superintendent or designee shall make every effort to announce such school closings one (1) hour before the earliest teacher reporting time by notifying radio/television stations.

Section E. In the event of a decrease in the minimum requirement for the number of hours of student instructional time required for the district to receive full

ARTICLE XXXIX Cont'd)

State Aid funding, the parties agree to negotiate over resultant modification in employees' wages, hours, and working conditions.

Section F. In the event a workday is canceled at the end of a semester, a make-up day will be rescheduled unless prohibited by state law.

ARTICLE XL - PUBLIC SCHOOL ACADEMIES

Section A. Notice to the ASSOCIATION

The BOARD will provide immediate notice to the ASSOCIATION of any contact, correspondence, or inquiry regarding a public school academy application made to the district.

The ASSOCIATION and the BOARD agree to provide each other with information of an application to an ISD, Community College, or public university that may operate within the boundary of the school district.

Section B. Information and Consultation

The BOARD agrees to furnish the ASSOCIATION with all available information concerning the application to authorize a public school academy, including but not limited to: the identification of the applicant(s), the proposed members of the academy's board of directors, the proposed articles of incorporation, the purposes of the academy, its proposed bylaws, governance structure, educational goals, curriculum, admissions policies/criteria, calendar and school day schedule, staff responsibilities, and all other relevant information. The BOARD further agrees to meet with the ASSOCIATION representatives to discuss, clarify, or supplement the information provided to the ASSOCIATION. The applicant seeking authorization may be included in these discussions.

Section C. Employees

1. Any bargaining unit member who transfers from a regular position within the district to an academy position shall be permitted to transfer out of the academy to a vacancy for which he/she is certified and qualified, in accordance with the terms of the LEA Master Agreement, Article XXIII.
2. Any employee of a public school academy authorized by the school district shall be covered under the appropriate terms and condition of the collective bargaining agreement. The parties will meet to negotiate these terms and conditions.

ARTICLE XLI - DURATION OF AGREEMENT

This Agreement entered into between the Livonia Public Schools School District and the Livonia Education Association shall continue until the 15th day of August 1999. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

LIVONIA EDUCATION ASSOCIATION

LIVONIA BOARD OF EDUCATION

LEA Board of Directors

Karen Zyczynski
Karen Zyczynski, President

Suzanne F. Clulow
Suzanne F. Clulow, President

Carolyn Norris-Deyell
Carolyn Norris-Deyell, Vice President

Frank J. Kokenakes
Frank J. Kokenakes, Vice President

Susan McAmmond
Susan McAmmond

Joseph Costa
Joseph Costa

Mildred Rodolosi
Mildred Rodolosi

LEA Negotiations Committee

Christina E. Berry
Christina E. Berry

James M. Rice
James M. Rice, Dir. of Negotiations

Annamarie Deering
Annamarie Deering

Priscilla S. Sata
Priscilla S. Sata

Harold J. Downs
Harold J. Downs

Laurence M. Shanks
Laurence M. Shanks

Susan A. Haverkate
Susan A. Haverkate

Nancy Shaw
Nancy Shaw, Chief Negotiator

Carolyn F. Norris-Deyell
Carolyn F. Norris-Deyell,
Vice President

Karen Zyczynski
Karen Zyczynski, President

Joyce Casale
Joyce Casale
LEA Executive Director

Dated this 3rd day of
March, 1997.

Effective August 15, 1997

APPENDIX A - SALARY SCHEDULE

STEP	1997-98		1998-99	
	BA	MA	BA	MA
0	31,910	34,782	32,548	35,478
1	33,186	36,173	33,850	36,897
2	35,511	38,918	36,221	39,696
3	37,833	41,663	38,590	42,497
4	40,156	44,408	40,960	45,296
5	42,480	47,153	43,329	48,096
6	44,802	49,896	45,698	50,894
7	47,126	52,641	48,068	53,693
8	49,449	55,385	50,438	56,493
9	51,771	58,130	52,807	59,292
10	54,615	60,874	55,707	62,092
11		64,232		65,516
*TOP	54,886	64,459	55,984	65,748

* TOP SALARY STEP: REPRESENTS ONLY PERSONS ON BACHELOR'S STEP 10 OR MASTER'S STEP 11, RESPECTIVELY, IN THE 1996-97 SCHOOL YEAR.

NOTE: ANY TEACHER WHO WAS ON STEP 10 BA OR STEP 11 MA DURING THE 1996-97 SCHOOL YEAR AND IS NOT ENTITLED TO RECEIVE LONGEVITY PAYMENTS WILL RECEIVE THE FOLLOWING AMOUNTS ABOVE THE SALARY SCHEDULE FOR 1997-98 AND 1998-99 ONLY.

1997-98	BA SCHEDULE: \$1,475	MA SCHEDULE: \$1,715
1998-99	BA SCHEDULE: \$ 450	MA SCHEDULE: \$ 530

1997-98 BASE - \$32,708
(BA Base from 1995-96 including 2.5% increase)

1998-99 BASE - \$33,362
(Including 2.0% increase)

BA EXTRA HOURS

11-17 S.H. = BA step + .015
18-25 S.H. = BA step + .030
26+ S.H. = BA step + .045

1997-98

\$ 491
981
1,472

1998-99

\$ 501
1,001
1,501

BEYOND MASTER'S DEGREE

MA + 15 = MA step + .02
MA + 30 = MA step + .04
Ed. Spec. or Equiv. (incl.
MSW) = MA step + .06
Doctorate = MA step + .08

\$ 654
1,308
1,963
2,617

\$ 667
1,334
2,002
2,669

SUBJECT TO VERIFICATION

Appendix A - Salary Schedule (Cont'd)

Non-Degree Salary Schedule

<u>Years of Experience</u>	<u>1997-98</u>	<u>1998-99</u>
0	\$27,124	\$27,666
1	28,209	28,773
2	30,180	30,783
3	32,158	32,801
4	34,133	34,815
5	36,108	36,830
6	38,082	38,843
7	40,057	40,858
8	42,032	42,872
9	44,006	44,886
10	46,423	47,351
TOP	46,653	47,586

SUBJECT TO VERIFICATION

APPENDIX B - EXTRA-DUTY SCHEDULE

Persons contracted for the following positions shall receive the stated percentage of the Base for 1997-98 and 1998-99.

1997-98 BASE - \$32,708

1998-99 BASE - \$33,362

	<u>1997-98</u>	<u>1998-99</u>
<u>13%+</u>		
H.S. Athletic Director	\$4,502	\$4,587
<u>Level A - 13%</u>		
H.S. Head Football Coach	\$4,252	\$4,337
H.S. Head Basketball Coach		
<u>Level B - 12%</u>		
H.S. Head Wrestling Coach	\$3,925	\$4,003
H.S. Head Swimming Coach		
<u>Level C - 11%</u>		
H.S. Band (Marching and Stage combined; if split - 60% Marching/ 40% Stage)	\$3,598	\$3,670
H.S. Vocal		
H.S. Head Track		
H.S. Head Baseball		
H.S. Head Softball		
H.S. Head Hockey		
H.S. Head Soccer		
H.S. Head Volleyball		
<u>Level D - 10.5%</u>		
H.S. Asst. Football	\$3,434	\$3,503
H.S. Asst. Basketball		
H.S. Asst. Swimming		
H.S. Asst. Wrestling		
M.S. Student Activities and Student Council		
M.S. Team Sport Director		
<u>Level E - 10%</u>		
H.S. Reserve Football	\$3,271	\$3,336
H.S. Head Tennis		
H.S. Asst. Track		
H.S. Asst. Baseball		
H.S. Asst. Softball		
H.S. Cross Country		
H.S. Asst. Volleyball		
H.S. Yearbook		
9th Grade Head Football		
9th Grade Head Basketball		
H.S. Asst. Soccer		
H.S. Asst. Hockey (eff. 1997-98)		

SUBJECT TO VERIFICATION

APPENDIX B - EXTRA-DUTY SCHEDULE (Cont'd)

	<u>1997-98</u>	<u>1998-99</u>
<u>Level F - 8.5%</u>		
Senior Class Sponsor (plus 1 hour released time)	\$2,780	\$2,836
Junior Class Sponsor		
H.S. Debate		
9th Grade Head Track		
9th Grade Baseball		
9th Grade Asst. Football		
9th Grade Volleyball		
H.S. Intramurals**		
H.S. Director of Student Activities		
<u>Level G - 7.5%</u>		
M.S. Band	\$2,453	\$2,502
M.S. Vocal		
H.S. Varsity Cheerleading		
H.S. Pom Pon		
<u>Level H - 6%</u>		
Sophomore Class Sponsor	\$1,962	\$2,002
Freshman Class Sponsor		
H.S. Asst. Vocal		
H.S. Head Golf		
H.S. Junior Varsity Cheerleading		
9th Grade Cheerleading		
<u>Level I - 5%</u>		
H.S. Modern Dance	\$1,635	\$1,668
H.S. Synchronized Swimming		
H.S. Orchestra		
H.S. Forensics		
H.S. Newspaper		
H.S. Literary Magazine		
M.S. Intramurals**		
M.S. Newspaper		
M.S. Orchestra		
M.S. Yearbook		
Elementary Choir		
<u>Level J - 4%</u>		
Elementary Service Squad	\$1,308	\$1,334
Elementary Safety Patrol		
Elementary Audio-Visual		
M.S. Team Sports		

** Denotes building allocation.

SUBJECT TO VERIFICATION

APPENDIX B - EXTRA-DUTY SCHEDULE (Cont'd)

HIGH SCHOOL DRAMA

		<u>1997-98</u>	<u>1998-99</u>
<u>Three Act Musical Play</u>			
Director	6.5%	\$2,126	\$2,169
Assistant Director	2.5%	818	834
Band Director	2.5%	818	834
Choir Director	2.5%	818	834
Stage Set	1.0%	327	334
Make-up	1.0%	327	334
Lighting	1.0%	327	334
Wardrobe	1.0%	327	334
Props	1.0%	327	334
<u>Three Act Play - Non-Musical</u>			
Director	6.5%	\$2,126	\$2,169
Assistant Director	2.5%	818	834
Stage Set	1.0%	327	334
Make-up	1.0%	327	334
Lighting	1.0%	327	334
Wardrobe	1.0%	327	334
Props	1.0%	327	334
<u>One Act Play</u>			
Director	4.0%	\$1,308	\$1,334
Stage Set	0.5%	164	167
Make-up	0.5%	164	167
Lighting	0.5%	164	167
Wardrobe	0.5%	164	167
Props	0.5%	164	167
Talent Show	1.5%	491	500

MIDDLE SCHOOL DRAMA - The productions are to be open audition for all students.

<u>Three Act Musical Play</u>			
Director	4.0%	\$1,308	\$1,334
Musical Director	1.5%	491	500
Stage Set	0.5%	164	167
Props	0.5%	164	167
Lighting	0.5%	164	167
Make-up	0.5%	164	167
Wardrobe	0.5%	164	167
<u>Three Act - Non-Musical Play</u>			
Director	4.0%	\$1,308	\$1,334
Stage Set	0.5%	164	167
Props	0.5%	164	167
Lighting	0.5%	164	167
Make-up	0.5%	164	167
Talent Show	1.5%	491	500

NOTE: All positions above are for extra-duty without released time, unless otherwise indicated. If released time, other than indicated, is granted for these positions, then the extra-duty pay schedule shall not apply.

SUBJECT TO VERIFICATION

APPENDIX B - EXTRA-DUTY SCHEDULE (Cont'd)

	<u>1997-98</u>	<u>1998-99</u>
Supervision and control of students as set forth in Article XXXVI, <u>per event</u> (BASE x 0.0007)	\$22.90	\$23.35
Noon hour supervision - elementary, Personal fitness sponsor (Hours not to exceed 120 contacts in a school year), <u>per hour</u> \$23.35 (BASE x 0.0007)	\$22.90	\$23.35
Driver education, curriculum production work, extended school services, emergency substitute assignments, <u>per hour</u> (BASE x 0.0006)	\$19.62	\$20.02
Bus Duty, as approved in Article XI, Section B, <u>per hour</u> (BASE x 0.0005)	\$16.35	\$16.68
Approved inservice training activities, <u>per hour</u> (BASE x 0.0005)	\$16.35	\$16.68
Supervision of Overnight Camping, <u>per night</u>	\$47.66	\$48.61

SUBJECT TO VERIFICATION

APPENDIX C - SUPPLEMENTARY SALARY SCHEDULE

		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Specialists in Research and Program Specialists	1997-98	\$2,228	\$2,308	\$2,851
	1998-99	2,273	2,354	2,908
Community School Specialists, Gifted Specialist, Technology Specialist	1997-98	910	1,602	2,383
	1998-99	928	1,634	2,431
Directors of Instructional Materials	1997-98	865	1,225	1,618
	1998-99	882	1,250	1,650
Secondary School Department Chairpersons	1997-98	865	1,225	1,618
	1998-99	882	1,250	1,650
Elementary Curriculum Representatives	1997-98	865	1,225	1,618
	1998-99	882	1,250	1,650

Requirements for positions receiving supplemental salary payments and annual increments is that teachers must meet the minimum special certification requirements of the Michigan Department of Education, or have a Master's degree. Teachers who do not meet this requirement may receive only the first two (2) increments.

All supplemental salaries, where applicable, are for the teachers' school year. Additional time, where applicable, shall be in addition to regular salary and prorated to total annual contract.

The salaries of school psychologists and directors of instructional materials in those positions prior to September 1, 1975, are grandfathered in accordance with Appendix C of the 1973-75 Professional Agreement. The salaries of school psychologists and social workers in those positions prior to September 1, 1994, and not covered by the preceding statement are grandfathered in accordance with Appendix C of the extension to the Professional Agreement of 1989-1992.

SUBJECT TO VERIFICATION

APPENDIX D

LIVONIA PUBLIC SCHOOLS
1997-98 SCHOOL CALENDAR

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

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

SUBJECT TO VERIFICATION

1997-98

- | | | |
|-------------------|--|-----------------------|
| August 18-20 | New Teacher Orientation | |
| August 21 | All Teachers Report | 1st Semester: 91 days |
| August 22 | Curriculum Day | 2nd Semester: 90 days |
| August 25 | First Day of School | |
| September 1 | Labor Day Recess | |
| November 4 | Elementary Work Day/Secondary Curriculum Day or Work Day | |
| November 12-14 | Elementary Parent/Teacher Conference | |
| November 27-28 | Thanksgiving | |
| Dec. 22-Jan 2 | Winter Recess (Christmas/New Year) | |
| January 16 | End of Semester | |
| January 19 | Teacher Work Day | |
| February 16-20 | Mid-Winter Recess | |
| April 10-17 | Spring Recess | |
| May 25 | Memorial Day | |
| June 10 (PM only) | Half Day Work Day (Last Day for Students - AM) | |
| June 11 (All day) | Last Teacher Work Day | |

Two (2) one-half day curriculum days will be provided to all levels on a staggered basis during the school year.

This calendar is based on 181 student days and 186 teacher work days.

LIVONIA PUBLIC SCHOOLS
1998-99 SCHOOL CALENDAR

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

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

SUBJECT TO VERIFICATION

1998-99

- | | | |
|-------------------|--|-----------------------|
| August 24-26 | New Teacher Orientation | |
| August 27 | All Teachers Report | 1st Semester: 90 days |
| August 28 | Curriculum Day | 2nd Semester: 91 days |
| August 31 | First Day of School | |
| September 7 | Labor Day Recess | |
| November 3 | Elementary Work Day/Secondary Curriculum Day or Work Day | |
| November 11-13 | Elementary Parent/Teacher Conference | |
| November 26-27 | Thanksgiving | |
| Dec. 21-Jan. 1 | Winter Recess (Christmas/New Year) | |
| January 22 | Teacher Work Day/End of Semester | |
| February 19 | Mid-Winter Recess | |
| April 2-9 | Spring Recess | |
| May 31 | Memorial Day | |
| June 10 (PM only) | Half Day Work Day (Last Day for Students - AM) | |
| June 11 (All day) | Last Teacher Work Day | |

Two (2) one-half day curriculum days will be provided to all levels on a staggered basis during the school year.

This calendar is based on 181 student days and 186 teacher work days.

APPENDIX E

BENEFICIARY DESIGNATION FORM

In accordance with Article XXXV of the Agreement between the Livonia Education Association and the Livonia Public Schools School District and superseding any previous instruction, I hereby designate the person/persons named below as my beneficiary/beneficiaries, in the event of my death while an employee of the Livonia Public Schools, to receive all wages due to me by the Livonia Public Schools. I understand that in the absence of alternative beneficiaries, the death of the named beneficiary or divorce of my spouse (husband or wife, if named as the beneficiary), or my termination of employment from the school system and payment of all wages due, voids this Designation.

I also understand that this Designation may be changed only by filing a new Beneficiary Designation Form with the Livonia Public Schools.

PRIMARY BENEFICIARY: _____

CONTINGENT BENEFICIARY: _____

(Teacher)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 19__.

Notary Public

_____ County, Michigan

My Commission Expires _____

LETTER OF AGREEMENT

It is agreed that the positions of each of the Community Education Specialists, which are currently held by members of this ASSOCIATION, may upon a vacancy occurring in a position and/or upon a change in job title and description be transferred to a member of another bargaining unit within the District.

1. The Community Education Specialist for Special Programs in charge of scheduling of building usage shall be grandfathered in that position until retirement. Upon the retirement of this individual, the job responsibility will be reassigned.
2. The Community Education Specialist for Enrichment/Leisure Time and Business Affairs will have the duties of the position transferred to the Administrative Unit prior to the end of the 1994-95 school year.

LETTER OF AGREEMENT

With the understanding that the senior high schools will each be staffed with two full-time media-specialists during each of the contract years 1997-98 and 1998-99, the BOARD will provide one full-time paraprofessional and one clerical secretary at each high school for the duration of this contractual agreement.

LETTER OF UNDERSTANDING

Middle Schools Programs

The Board of Education and the LEA understand that for the length of this Agreement, when implementing a Middle School Program, the parameters below will be followed:

- Core Academic teachers will be part of a team concept. Final team makeup will be determined by the building principals with confidential input from the staff.
- Each teacher will be provided with two planning periods a day during the student day. One will be used to work with team members and the other planning period will be used at the discretion of the individual teacher as provided for in the Master Agreement for individual planning time.
- The Prime Time program will be scheduled daily for no more than 20 minutes in length. Every effort will be made to keep the Prime Time class size at 20 students and under no circumstances will the class size exceed regular classroom class size limits as specified in the LEA Master Agreement for core academic classes. All full time teachers will be Prime Time teachers. The counselor will not be asked to be a Prime Time teacher because of possible role conflict. The curriculum/program delivered during Prime Time will not be an additional prep for the Prime Time teachers.
- All other provisions of the LEA Master Agreement relative to the Middle School level will be in effect unless otherwise referenced with this provision or through mutual agreement between the BOARD and the ASSOCIATION.

LETTER OF UNDERSTANDING

Co-Teaching

For the duration of this Agreement, co-teaching arrangements will be voluntary. The mutually developed Co-Teaching Guidelines/Recommendations regarding roles and responsibilities dated October 16, 1996, along with the Dietiker memo of the same date, will be made available to all parties involved in a co-teaching relationship.

LETTER OF UNDERSTANDING

The parties agree that the following adjustments will be made in order to meet the state requirements for instructional time:

1997-98	1,041 Hours
1998-99	1,047 Hours

1. The elementary special classes will be reconfigured as follows:

Music from 45 minutes to 40 minute period.
Physical Education from 45 minutes to 40 minute period.
Art from 45 minutes to 47 minute period.

2. As a result of the above time configurations, classroom teachers will be afforded additional release periods in some weeks.

3. One LMC period (40 minutes) will be provided for classroom teacher release time.

4. Middle School teachers will not have an increase in hours.

5. High School teachers will have each instructional period increased by one minute. This additional time could create up to 18 additional hours that can be used by each staff for additional release time to handle school improvement projects. At no time will the high school go below the state required hours for instruction as stated above.

6. The ASSOCIATION and the DISTRICT will work together through the Joint Instructional Council to determine alternative strategies to delivering instruction at the elementary level that may be considered for implementation for a successor contract.

7. Elementary teachers shall be scheduled for:

- One Art class (47 minutes) weekly
- One Music class (40 minutes) weekly
- One Physical Education class (40 minutes) weekly
- One LMC class (40 minutes) weekly
- Additional specials as building scheduling permits
- Three (minimally) released recess periods weekly (30 minutes each period)
- 50 minute duty free lunch daily
- Before and after school planning time daily, as defined in Article XI

for the life of this Agreement.

If additional special periods remain and no teacher is over their four week average of 25 hours, these periods may be used at the discretion of the building administrator in conjunction with that special teacher.

If after the above occurs, the teacher has spent on average over a four week period more than the 25 hours required in any work week, the ASSOCIATION will not process a grievance. Nothing in this provision will be construed as abridging any bargaining unit member's rights as set forth in Article XI, or any other Article of the LEA Master Agreement.

LETTER OF UNDERSTANDING

Re: Article XIII, Section A(3)

Guidelines for Determination of
Eligibility of "1.5 Weighted Count" of Secondary Students

The BOARD and the ASSOCIATION recognize that the needs of students eligible under the provisions of special education rules result in a varied instructional impact on both general and special education instructional situations. Therefore, consideration of establishing a "1.5 weighted count" for secondary students not covered by the provisions of Article XIII, Section A(3) is provided.

1. In addition to students eligible because of their assignment into special education for half (1/2) of their school day or more, an EPT [special education staff, social worker, psychologists, regular education classroom teacher(s), counselor(s), principal (assistant)] may authorize any other secondary student eligible as EI, TMI, EMI, LD, AI, SMI, or SXI to be counted as 1.5 in the general education caseload of classes in which the student is assigned (excluding classes with an otherwise reduced class size maximum [e.g., Remedial and Lab classes]).
2. Determination by an EPT for such a "1.5 weighting" will be based on specified need(s) that serve as the rationale for such a decision. Factors to be considered will include:
 - identification of such potentially eligible students by 6th/8th grade special education teachers;
 - variable that will specifically impact the general education classroom environment to which the student is assigned;
 - or variables which will require an inordinate amount of general education teacher time.
3. When an eligible student moves from the elementary to secondary level the student will be counted as 1.0 student on the regular teacher's caseload unless they are identified as EI, TMI, EMI, LD, AI, SMI, or SXI and placed according to the IEPC into special education for half (1/2) a day or more or have been determined eligible for a "1.5 weighting" by an EPT as described above and 6th/8th grade special education teachers will identify such potentially eligible students. Determination for such a "1.5 weighting" may be made at an EPT at the exit level (6th or 8th grade) before the placement is made in the new level. Exit EPT meetings will also include the classroom teacher from the exit level and the special education teacher from the secondary level and the exit level.
4. When a student (who is assigned to special education for less than half (1/2) of their school day) has been determined eligible for 1.5 weighted count at a given level, this status is not automatically carried to the next level and when such a determination is made by the EPT, it could be reviewed and revised if appropriate.
5. The special education caseload manager from the secondary level and/or special education chair will be responsible for communicating the results of the EPT meetings described above to the necessary personnel in each building for

scheduling purposes and processing the necessary paperwork with the offices of Student Services.

6. Implementation of such a "1.5 weighting" as described above will begin with the semester following the EPT decision. Prior to weighting implementation, consideration will be given for additional support to classroom teacher, upon request by classroom teacher to building principal.
7. Co-teaching arrangements may be established to assist classroom situations where a large number of special education students (regardless of weighting factors) are assigned to a class.
8. Special education staff and regular education instructional staff will work with the administrator, counselor, and/or scheduling office staff, to balance, to the extent determined appropriate, the assignment of students with special needs assigned to a given class or classroom.
9. This process is not intended to replace the IEPC where the programs and services designed to meet the individual and unique needs of eligible students are established.
10. Additional guidelines for the rationale which would be considered by an EPT to make the decision to count a student as 1.5 consistent with the above will be developed by secondary building staff as needed.

LETTER OF UNDERSTANDING

Except as may be negotiated and agreed on by the parties, if the number of days and/or hours of pupil instruction is increased by legislative action, or Department of Education/State Board rule, regulation or directive beyond what is currently required under MCLA 380.1284, or if there is a change in what constitutes, or is counted, as pupil instruction time (e.g., elementary recesses) then notwithstanding any provision of the collective bargaining agreement to the contrary, including Article XI and Article XXXVIII teachers shall be required to teach the added hours and/or days of pupil instruction and there shall be no change in the negotiated Appendix A Salary Schedule. The district shall not be obligated to employ additional teaching staff, or to reassign/transfer current teachers from another school building, to meet the added hours, and/or days necessitated by the legislative action or Department of Education/State Board rule, regulation, or directive.

LETTER OF UNDERSTANDING

It is understood by both parties that Section 6(4)(r) of the State School Aid Act specified that for a district to receive full State Aid, a kindergarten student must be scheduled for one-half the number of hours used for determining full-time equated memberships for pupils in grades 1 to 12. It is further understood that under current State policy, in situations where a district has AM and PM kindergarten sessions, they are considered to be one grade. Consequently, when one session is in attendance and provided instruction, but the other is not, the district may count the day and hours for both sessions. A stipulation to this policy is that districts rotate the days off for both sessions or that both the AM and the PM sessions receive the same number of days and hours of instruction.

In the event that the State, during the period of this contract, determines that a kindergarten FTE be based on the number of hours and days that pupils in each class are actually in session, then the following plan will be implemented:

1. That the AM and PM kindergarten classes will be scheduled concurrently for a whole day or half-day a sufficient number of times to make whole the number of days and hours required to obtain full State funding.
2. On these days, the Board will obtain a substitute teacher to work with the kindergarten teacher while both classes are concurrently being held.
3. The building principal, in conjunction with the kindergarten teacher shall determine the structure and/or activities conducted during these days. Some possibilities may include but are not limited to, field trips, assemblies, community educational walks, learning centers or activities extending outside the classroom, such as; large motor activities in the gym rotating computer periods, story time, etc.
4. Concurrent days must be reflected on the building calendar for the child accounting purposes. They may or may not occur on the actual imbalance day (i.e., bringing both AM and PM classes in during conferences).

If at the time it is necessary to implement the above plan and problems surface that make implementation not possible, the parties will meet to determine agreeable alternatives.

This Letter of Understanding will be in effect for the 1997-98 and 1998-99 school years.

LETTER OF UNDERSTANDING
 BETWEEN
 LIVONIA EDUCATION ASSOCIATION
 AND
 LIVONIA PUBLIC SCHOOLS

In order to resolve the Shared Time Program grievance No. 95-96-17 and MERC Cases C 96 H-177 and UC 96 G-24, the following will be in effect from August 21, 1997 through August 23, 1999.

1. Each Shared Time teacher will be paid one hour at the rate of BA BASE x 0.0008 for each class period taught. Shared Time teachers will receive retroactive pay for the difference between the salary received in the 1996-97 school year and the new rate.
2. Each Shared Time teacher will be paid for one preparation period for each four classes taught. Computation of preparation time will be done on a weekly basis (i.e., 20 hours/week = 5 paid preparation periods; 10 hours = 2.5).

Teachers will receive the above rate of pay for each preparation hour scheduled.

3. Teachers in the Shared Time Program may elect to be covered by Health Insurance/Fringe Benefits described in Article XX of the LEA Master Agreement. Teachers who are assigned less than full time will have the cost of the benefits prorated:

<u>Scheduled Weekly Hours, Exclusive of Preparation Time</u>	<u>Employee Contribution</u>
25+	0
20-24	20%
15-19	40%
10-14	60%
5- 9	80%
Less than 5	90%

4. Teachers will work the calendar year as determined by the schools involved in the Shared Time Program. Teachers shall not lose pay when classes are canceled because of adverse weather if scheduled to work.
5. Shared Time teachers will not accrue seniority in the K-12 program. Shared Time teachers will accrue seniority in the Shared Time Program. Shared Time teachers who apply for open, posted positions in the K-12 program, where they are certified and qualified to teach, will be given an interview. If the applicants are essentially equal in ability and experience in the view of the District, then shared-time experience will be given priority consideration over outside candidates. Shared Time teachers receiving a position in the K-12 program will be given K-12 salary schedule credit equal to 1 step for each year in which they were scheduled and taught an average of 25 classes per week or more. Teachers scheduled and teaching more than 12 classes, but less than 25 per week will receive .5 steps for each year.
6. Shared Time teachers will accumulate on a yearly basis one hour of sick and personal business time for each class scheduled and taught (i.e., 25 classes

scheduled and taught = 25 hours sick/personal business time per year). Shared Time teachers may bank unused sick/personal business time up to 200 hours. Up to 20 percent of each year's accrued time may be taken for personal business.

7. If it becomes necessary to reduce positions in the Shared Time Program, layoff will occur based on the least senior teacher in the program in the subject area that must be reduced. Recalls will occur in the reverse order of layoff.
8. It is agreed that it is desirable in Computer Technology classes that one student be assigned to each computer station. It is also agreed that in some cases to accommodate the home school incoming class, it may be necessary to assign two students to a computer station. In these cases, no more than 5 additional students may be added without providing additional adult assistance. For all other classes, the class sizes will be determined by the number of students in the regular classroom from the sending school.
9. Shared Time teachers scheduled to teach four (4) or more classes daily are entitled to an unpaid thirty (30) minute duty-free lunch period.
10. Shared Time teachers will be paid their hourly rate for scheduled classes that are canceled by the sending school.
11. If required inservice is provided, Shared Time teachers will be paid hourly at the LEA non-instructional rate for time spent in attendance.
12. When Shared Time teachers are required to attend activities outside of their scheduled work day, payment for time spent will be based on the established hourly rate. Such activities may include, but are not limited to, Open House, scheduled parent/teacher conferences, meetings with or at sending schools, etc.
13. Shared Time teachers will be evaluated yearly by their supervisor. Notice of evaluation procedure and criteria will be given to each teacher yearly within the first four weeks of employment. All formal observations will be scheduled at least 24 hours prior to the observation. Teachers will receive verbal and written feedback on observations. Finally, yearly evaluations will be completed by May 1 of each school year. If the District fails to follow the required evaluation procedure and timeline during an evaluation period, it will serve as conclusive evidence that the teacher's performance for the school year was satisfactory. Further, if a Shared Time Teacher receives a less than satisfactory evaluation, and his/her employment is to continue, the teacher will receive specific guidance on which areas need improvement and suggestions and strategies to implement for improvement. It is understood that during the initial year of the program that an interim evaluation instrument may be used. However, the use of such an instrument would not negate timelines and required notifications.
14. Shared Time teachers who apply for supplemental pay positions will receive an interview if they meet the minimum criteria for the position.
15. Shared Time teachers will be notified by June 1, of their employment status for the next school year.

16. Teachers in the Shared Time program are eligible for LEA membership and will be members of the bargaining unit and, subject to the foregoing, will be entitled to all other provisions and benefits as defined in the LEA Master Agreement except:

Article IX	Qualification/Assignment/Job Description, Section E and F
Article XI	Workday/Work Hours
Article XII	Specials
Article XIII	Class Sizes/Member-Student Ratio
Article XIV	Special Student Programs
Article XVI	Professional Responsibilities
Article XVII	Joint Instructional Council
Article XVIII	Curriculum Development/Inservice
Article XIX	Department Chairpersons/Curriculum Representatives
Article XXII	Illness/Maternity/Bereavement Leave/Personal Business Days, Section A, 1
Article XXIV	Sabbatical Leave
Article XXVI	Retirement
Article XXVII	Seniority
Article XXVIII	Promotion, Vacancies, Transfers
Article XXIX	Layoff Status/Recall
Article XXXI	Student and Intern Teaching Assignments
Article XXXII	Teacher Evaluation
Article XXXV	Compensation
Article XXXVI	Extra Curricular Activities/Compensation
Article XXXVIII	Calendar

17. This Agreement, its content and any statements made during the negotiations leading to it, are not to be admissible or used in any proceeding in, or related to MERC Case No. R96 L-197.

Violation of this agreement or applicable provisions of the Master Agreement will be subject to the grievance procedure.

LETTER OF UNDERSTANDING

The parties agree to implement the instructional hours plan for the Western Wayne Skill Center for the 1997-98 and 1998-99 school year as proposed in the attached document. If, and when the Michigan State Department of Education rules provide extra flexibility, the BOARD and the ASSOCIATION will meet, prior to implementation of a schedule that varies from the framework attached to develop a new Letter of Understanding.

**HOURS OF INSTRUCTION 1997-98 AND 1998-99 SCHOOL YEAR
WESTERN WAYNE SKILL CENTER**

	1997-98 SCHOOL YEAR	1998-99 SCHOOL YEAR
Full Days of Instruction	173 Days @ 5 Hours and 53 Minutes Equals 1,017 Hours and 49 Minutes	174 Days @ 5 Hours and 54 Minutes Equals 1,026 Hours and 48 Minutes
Half Days of Instruction	8 Half-Days @ 2 Hours and 57 Minutes Equals 23 Hours and 36 Minutes	Seven-Half Days @ 2 Hours and 57 Minutes Equals 20 Hours and 39 Minutes
Total Number of Hours	TOTAL HOURS FOR 1997-98 1,041 Hours and 25 Minutes	TOTAL HOURS FOR 1998-99 1,047 Hours and 15 Minutes
Teacher Workday Student Arrival A.M. Session Lunch (Students and Teachers) P.M. Session	7:30 a.m. - 3:00 p.m. 7:30 a.m. - 7:49 a.m. 7:49 a.m. - 10:45 a.m. 10:45 a.m. - 11:10 a.m. 11:10 a.m. - 2:07 p.m.	7:30 a.m. - 3:00 p.m. 7:30 a.m. - 7:49 a.m. 7:45 a.m. - 10:45 a.m. 10:45 a.m. - 11:10 a.m. 11:10 a.m. - 2:08 p.m.
Teacher/Paraprofessional Staggered Planning Time/Breaks	Paraprofessionals - 15 Minute AM and PM Break Teachers - 27 Minute A.M. Planning Time Teachers - 26 Minute P.M. Planning Time	Paraprofessionals - 15 Minute AM and PM Break Teachers - 27 Minute A.M. Planning Time Teachers - 27 Minute P.M. Planning Time