

LISD/LVTEA

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

August 15, 2011 - AUGUST 14, 2012

LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA

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2 ARTICLE I
3

4 RECOGNITION
5

6 A. The Board hereby recognizes the Association as the exclusive
7 bargaining representative, as defined in Act 336 of 1947, as
8 amended, for all state vocationally certified instructors with
9 regular classroom assignments during the normal two-shift
10 operation, the Co-Op Coordinator, and Work Based Learning Teacher
11 Coordinators, employed by the Lenawee Intermediate School
12 District. Excluded are Coordinator-Student Recruiting/Marketing,
13 Vocational Counselor, Supervisor of Placement Services, Career
14 Education Curriculum Coordinator and all other supervisory,
15 administrative and executive personnel; office and clerical
16 employees; custodial employees; all substitute teachers; aides;
17 vocational instructor's assistants; special needs program;
18 special education personnel; and part-time adult, evening and
19 summer school instructors; and all other employees not
20 specifically included as a part of the bargaining unit above
21 mentioned. The term "teacher," when used hereinafter in this
22 Agreement, shall refer to all employees represented by the
23 Association in the bargaining unit as above defined and reference
24 to male teachers shall include female teachers.
25

26 B. Newly created job categories will be included within the
27 bargaining unit upon agreement of the parties. If the parties
28 cannot reach agreement on the inclusion or exclusion of a newly
29 created position within thirty (30) days, either party may submit
30 the dispute to the Michigan Employment Relations Commission
31 (MERC).
32

33 C. Additionally, this agreement recognizes that students are the
34 reason that the LISD exists and will strive to further the
35 education of each student through this agreement.
36
37

BOARD OF EDUCATION RIGHTS

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

1 service, maintenance or distribution of work, and the
2 source of materials and supplies.
3

4 9. Determine the financial policies, including all
5 accounting procedures, and all matters pertaining to
6 public relations.
7

8 10. Determine the size of the management organization,
9 its functions, authority, amount of supervision and table
10 of organization provided that the Board shall not abridge
11 any rights from employees as specifically provided for in
12 this Agreement.
13

14 11. Determine the policy affecting the selection,
15 testing or training of employees, providing that such
16 selection shall be based upon lawful criteria.
17

18 B. The matters contained in this Agreement and/or the
19 exercise of any such rights of the Board are not subject to
20 further negotiations between the parties during the term of this
21 Agreement.
22
23

1
2 ARTICLE III
3

4 ASSOCIATION AND EMPLOYEE RIGHTS
5

6 A. The Board hereby specifically agrees that the teachers
7 shall have all rights as specified in Act 336 of 1947 as
8 amended (or other laws of Michigan, or the United States,
9 or the Constitutions of Michigan and of the United States).
10

11 B. It is specifically agreed that no employee of the Board shall
12 discriminate against any other employee on the basis of race,
13 creed, color, national origin, sex, marital status, religious
14 affiliations, age, or membership in the Association, or lack
15 thereof, or for any lawful activities of the Association.
16

17 C. The Association will admit persons to membership
18 without discrimination on the basis of race, creed, color,
19 national origin, sex, or marital status.
20

21 D. The Board agrees not to negotiate with any other teacher's
22 organization other than the Association for the duration of this
23 Agreement for the above described bargaining unit. Nothing
24 contained herein shall be construed to prevent any individual
25 teacher from presenting a grievance and having the grievance
26 adjusted without intervention of Association, if the adjustment is
27 not inconsistent with the terms of this Agreement, provided that
28 the Association has been given opportunity to be present at such
29 adjustment.
30

31
32 E. The Association shall have the right to use school buildings
33 at reasonable hours for meetings while their contract is in full
34 force and effect, provided they have prior approval from the
35 Principal or his/her designee. The foregoing shall apply only if
36 the Association representatives check into the building by
37 notifying the Principal or his/her designee of their presence and
38 comply with the rules and regulations of the school. In the event
39 any authorized representative fails to do so, the Principal may,
40 after a written warning, remove the rights accorded under this
41 paragraph. Bulletin boards, office equipment, and telephones
42 shall be made available to the Association and its members at no
43 expense to the Board. The Association shall be responsible for
44 any material placed upon the bulletin boards or distributed
45 through mailbox or mail distribution or daily bulletins.
46

47 F. The Board agrees to furnish two copies to the Association in
48 response to reasonable requests from time-to-time, all information
49 available to the residents of the district, tentative budgetary
50 requirements and allocations and such other generally available
51 information as will assist the Association in developing
52 intelligent, accurate, informed and constructive programs on
53 behalf of the Association. Such information shall, however, be

1 prepared only in such form as it is prepared for use of the Board
2 of Education.
3

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

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

1
2 ARTICLE IV
3

4 MEMBERSHIP FEES AND PAYROLL DEDUCTIONS
5

6 A. Any teacher employed by the Board may submit to the Board an
7 assignment form signed by him/her not later than thirty (30) days
8 after the commencement of his/her employment for the purpose of
9 authorizing the deductions of membership dues of the local,
10 county, Michigan and National Education Association. The total
11 amount to be deducted shall be stated on said authorization form.
12 The deduction shall be made in twenty (20) equal installments
13 beginning in September and continuing through June. Payroll
14 deductions of dues shall cease upon termination of said
15 teachers' employment. Only one (1) application per teacher
16 for deductions need be honored by the Board in any one
17 school year.
18

19 B. The Association shall, at the beginning of each school year,
20 give written notification to the Superintendent's Office of the
21 amount of its dues and those of the county MEA and NEA which are
22 to be deducted in that school year under such authorization. The
23 amounts of the deductions for these dues shall not be subject to
24 change during the entire school year except that the dues for the
25 second semester employees shall be reduced according to the
26 regulations of the Association. For the purpose of this
27 Article, the term "school year" shall mean the twelve month
28 period beginning with the opening of school in the fall of
29 each year.
30

31 C. 1. Any teacher who is not a member of the Association
32 in good standing or who does not make application
33 for membership within thirty (30) days from the first day
34 of active employment shall, as a condition of employment,
35 pay a Service Fee to the Association, pursuant to the
36 Association's "Policy Regarding Objections to
37 Political-Ideological Expenditures" and the Administrative
38 Procedures adopted pursuant to that policy. The Service
39 Fee shall not exceed the amount of association dues
40 collected from association members.
41

42 The bargaining unit member may pay such fee directly to the
43 Association or authorize payment through payroll deduction
44 as herein provided.
45

46 a. In the event that the bargaining unit member does not
47 pay such Service Fee directly to the Association, or
48 authorize payment through payroll deduction, the Employer
49 shall, pursuant to MCLA 408:477; MSA 17.277(7) and at the
50 request of the Association, deduct the Service Fee from the
51 bargaining unit member's wages and remit same to the
52 Association.
53
54

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

6
7 a. The Employer gives timely notice of such action to the
8 Association and permits the Association to intervene as
9 a party if it so desires, and

10
11 b. The Employer gives full and complete cooperation to the
12 Association and its counsel in securing and giving
13 evidence, obtaining witnesses and making relevant
14 information available at both trial and appellate
15 levels.

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

24
25 5. The Association will provide all necessary documents,
26 notices and charges to the Board prior to requiring the
27 Board to comply with the provisions of this Article.

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

37
38 E. The Board agrees to deduct from the teacher's salary and make
39 appropriate remittance for the following:

- 40
41 a. Insurance
42 b. Union Dues (NEA, MEA, LCEA & LVTEA)
43 c. Annuities, 403(b), and 457 Retirement Plan options
44 d. United Way

45
46 and for any other deductions that are mutually agreed to or as
47 ordered by the courts. Payment of all net compensation after
48 other approved deductions shall be made to all Members according
49 to the schedule of compensation dates, by one electronic deposit
50 each date to one recognized financial institution of the Member's
51 choice. If the Member requests any compensation to be
52 electronically deposited by more than one transaction to the same
53 financial institution, or to more than one financial institution,
54 a reasonable fee shall be established by the Administration for
55 the additional electronic transaction.

1
2 F. Dues deductions, along with an alphabetical list of teachers,
3 shall be transmitted by the payroll office to the LVTEA
4 Treasurer, located at the following address:
5

6 Lenawee Vocational-Technical Center
7 1372 North Main Street
8 Adrian, Michigan 49221
9

1 ARTICLE V

2
3 TEACHER HOURS, ASSIGNMENT AND EMPLOYMENT CONDITIONS
4
5

6 A. Acknowledging the professionalism of teachers and the work that
7 that they do, the teacher shall be on duty and work the hours required
8 to accomplish the total teaching assignment and responsibility. The
9 teachers' work schedule shall be established by the Board with full
10 consideration of the parameters established in this article. The
11 teachers' workday shall be a minimum of seven hours and five minutes.
12 The workday shall be defined as 7:45am to 2:50pm. All teachers shall
13 be in their assigned classroom/lab by 8:45am for the morning shift and
14 by 12:00 noon for the afternoon shift.
15

16 No teacher shall be assigned more than five (5) hours and fifteen (15)
17 minutes of teaching during any workday. All instructors will endeavor
18 to maintain student discipline and decorum in hallways or other areas
19 of the school even though the students involved may not be under their
20 direct charge.
21

22 The school year shall consist of 184 student days and 4 teacher
23 workdays.
24

25 The administration may schedule a meeting once a month, not
26 to exceed one (1) hour and that the Association be given
27 seven (7) calendar days advance written notification. This
28 meeting shall commence at 7:45am.
29

30 The administration may schedule in-service programs and/or
31 regular faculty meetings before the start of normal class, not to
32 exceed five (5) mornings per month, provided seven (7) calendar
33 days advanced written notice has been provided to the
34 Association. This advanced notification may be waived if deemed
35 necessary by the mutual agreement of the Principal and the
36 Association President.
37

38 Furthermore, the administration shall have the flexibility to
39 schedule an after school in-service and/or regular faculty
40 meeting with seven (7) calendar days advanced written notice to
41 the Association. In the case of a scheduled after school
42 in-service or faculty meeting, staff will report fifteen (15)
43 minutes prior to the commencement of classes and shall remain
44 forty-five (45) minutes after the last class. Scheduling these
45 activities after school is the exception, and the rationale for
46 the after school activities shall be provided to the Association
47 President.
48

49 It is expressly understood that short staff meetings for updates,
50 announcements, etc., are not included in the five (5)
51 mornings/afternoons stated above.
52
53

1 The required time for the Work Based Learning Teacher Coordinator
2 and the Co-Op Coordinator shall be the same length as that for
3 teachers; however, the exact schedule may be modified for a
4 flexible work day/work year.
5

6 In addition, the Co-Op Coordinator may be expected to attend
7 meetings at times other than the scheduled required time. If and
8 when additional Work Based Learning Teacher Coordinator and Co-Op
9 Coordinator position(s) are created, the working hours for the
10 position(s) may be modified for an adjusted workday. It is agreed
11 that modifications to the workday will be mutually agreed upon
12 between the Work Based Learning Teacher Coordinator(s) and the
13 building Principal.
14

15 LVTEA members shall arrange with the administration a "planned
16 professional development day" to fulfill the state requirement of
17 five professional development days.
18

19 B. Each teacher shall have a thirty (30) minute duty free lunch
20 period.
21

22 C.1 No teacher shall be required to attend more than five(5)
23 hours of in-service and/or regularly scheduled faculty
24 meetings per month. This shall not include the teachers'
25 participation in various sub-committees and faculty advisory
26 committees. In addition to the above, teachers shall be required
27 to attend no more than two (2) open houses per school year with
28 the exception of on-site building trades where no more than four
29 (4) open houses will be scheduled. Teachers will be given at
30 least two weeks notification of an open house.
31

32 C.2 Parent-Teacher Conferences will be held each school year. On
33 Parent-Teacher conference day, the morning session will be held
34 for students; however, students will not report for the afternoon
35 session. Parent-Teacher Conferences will be held from 2:00pm -
36 5:00pm and from 6:00pm - 9:00pm.
37

38 D. The administration will endeavor to have one (1)
39 administrator or his/her designee in the building during
40 normal school hours when high school students are present
41 to assist in discipline problems.
42

43
44
45 E. The assignment of student teachers to regularly employed
46 staff shall be voluntary.
47

48 F. The Board of Education shall furnish all teachers with the
49 written Board policy concerning student disciplinary procedures.
50 The Principal shall establish a committee comprised of staff
51 members and administrators to handle disciplinary problems or
52 recommend disciplinary policies.
53

54 G. Both parties recognize that optimum school facilities
55 for both student and teacher are desirable to assist in high

quality education which is the goal of both the Association and the Board. In an attempt to strive toward optimum facilities, the following guidelines are suggested for ratio of pupil-teacher in the areas below specified:

Marketing Education	24-1
Health Careers for the 21 st Century	24-1
Business Services	23-1
Computer Information Services	22-1
Bldg. & Maintenance Services	20-1
Drafting/CAD	24-1
Graphic Design/Printing	20-1
Electronics	20-1
Collision Repair and Refinishing	24-1
Auto Service Technology	24-1
Horticulture	24-1
Machine Trades	24-1
Welding	20-1
Building Trades (shop)	22-1
Building Trades (on-site)	13-1
Dental Aide	18-1
Accounting and Computing	24-1
Agricultural Technology	24-1
Careers in Education	24-1
Careers in Hospitality	24-1
Careers in Public Safety	24-1
Careers in Engineering & Technology	24-1
Careers in Multi-Media Technology	24-1
Child Care	24-1
EMT	20-1
Firefighter I and II	20-1

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

H. Teacher's reference library will be provided by the Board within budgetary limitation.

J. The Board will continue to provide typing and duplication services for preparation of instructional material as it has in the past.

K. The Board shall provide:

1. A separate desk for each teacher in the Lenawee Vo-Tech Center with lockable drawer space.
2. Space for every teacher to store personal articles.
3. Chalk/white board space in every classroom.

1
2 4. Within budgetary limits, the Board will provide for
3 each teacher: texts, storage space in each classroom for
4 instructional materials, attendance books, paper, pencils,
5 and will make available dictionaries for the teachers.
6 Other materials required by the teacher may be requested by
7 the teacher to the immediate supervisor and such requests
8 will be given prompt consideration.
9

10 L. Teachers will not be required to drive a school bus as a part
11 of their regular assignment.
12

13 M. Restrooms and teachers' work area will be provided. Students
14 and other non-staff are not allowed in the teachers' work area
15 except with the permission of an administrator and/or instructor.
16

17 N. There will be at least four (4) outside telephone lines
18 available for staff use.
19

20 O. Parking facilities shall be provided at the Lenawee Vo-Tech
21 Center and designated for faculty use.
22

23 P. A safety committee shall be set up by the Principal of the
24 Lenawee Vo-Tech Center to receive suggestions from the faculty
25 concerning possible unsafe or hazardous conditions for ultimate
26 recommendations to Assistant Superintendent and/or the Board of
27 Education.
28

29 Q. There will be established a joint administration-faculty
30 curriculum study committee established for the purpose of
31 making recommendations regarding the improvement of the
32 curriculum at the Lenawee Vo-Tech Center. The committee shall
33 include representation from Jackson Community College. It is
34 understood that the Vo-Tech Center curriculum study includes
35 close contact with the occupational advisory council, the Lenawee
36 Vo-Tech Administrative Advisory Committee, constituent school
37 district administrators and teachers, the Vocational Division of
38 the Michigan Department of Education, the administration, the
39 teachers and the student body and others. This study committee
40 will serve without pay, it being recognized that the improvement
41 of curriculum is part of the duties of the staff and part of
42 their professional responsibilities. This committee will serve
43 no more than four (4) hours per month without the mutual consent
44 of participants.
45

46 R. All employees will contribute towards a gift and flower fund.
47 The amount to be established jointly by the Association and
48 administration.
49

50 S. A teacher's individual schedule may not conform to the normal
51 day school operations. If a teacher's hours (equal to the length
52 of the normal work day) are changed to start earlier or later
53 than the normal school operations, then s/he shall be notified at
54 least one (1) month prior to the change. Further, supportive
55 rationale shall be provided to the teacher by the administration

1 for the change. In the event the schedule changes are not
2 acceptable to the employee, the Board shall have the right to lay
3 off the employee. In such instances, the employee shall be
4 entitled to a thirty (30) day notice of layoff. This layoff
5 language supersedes any other layoff language contained in this
6 Agreement.

7
8 In the event a proposed schedule of a staff member would be
9 interrupted by a non-teaching period or periods, then he/she
10 shall be notified at least one month prior to the change.
11 Further, supportive rationale shall be provided to the teacher by
12 the administration for the change. In the event the schedule
13 changes are not acceptable to the employee, the Board shall have
14 the right to lay off the employee. In such instances, the
15 employee shall be entitled to a thirty (30) day notice of layoff.
16 This layoff language supersedes any other layoff language
17 contained in this Agreement.

18
19 T.1 A teacher whose program is being eliminated or who has a
20 shift without sufficient students scheduled may be given the
21 options of being laid off or of being retrained if necessary for
22 another position. The position, type, and length of retraining
23 would be identified by the administration and the teacher would
24 receive his/her regular compensation. The retraining costs would
25 be borne by the Board. The position being trained for would not
26 be subject to the job posting requirements stated elsewhere in
27 this contract. If more than one staff position is in jeopardy as
28 stated above, then the most senior employee shall have first
29 opportunity for selecting the option of being retrained if only
30 one retraining position is available. In the event the
31 conditions of the retraining and/or the new position are not
32 acceptable to the employee, the Board shall have the right to lay
33 off the employee. In such instances, the employee shall be
34 entitled to a thirty (30) day notice of layoff. This layoff
35 language supersedes any other layoff language contained in this
36 Agreement.

37
38 T.2 The Board agrees to support a teachers acquisition of
39 additional course work beyond a BA/BS degree which leads to
40 certification in subject areas pursuant to a planned program
41 approved by the Intermediate School District's Superintendent or
42 designee (e.g., math, English, science). The Board's support will
43 consist of payment of the tuition for the course work provided,
44 however, that the Board reserves the right to deny requests for
45 tuition payment or reimbursement in the event the Board
46 determines that it is advisable to do so because of budgetary
47 limitation. Approved tuition payments or reimbursements shall be
48 paid according to the following schedule:

- 49
50 a. one-half (1/2) of tuition costs to be paid upon
51 successful completion of each approved course.
52
53 b. remaining one-half (1/2) of tuition costs to be
54 paid upon successful completion of the approved

1 planned program and the teacher's acquisition of
2 certification.
3
4

5 U. The Board shall request that relevant student medical
6 information be provided by the local district to the Vo-
7 Tech Center and by individual students via an emergency card.
8 This relevant medical information will be shared with the
9 student's instructor, unless this would violate student rights or
10 laws related to confidentiality.
11

12 V. Program advisory committee meetings will be held at least
13 twice each school year for each LISD VO-TECH program with one
14 meeting being held by the end of November and the second meeting
15 held by the end of March. The meetings shall be held at least 60
16 days apart. In addition to the advisory committee members,
17 attendees shall include the LISD VO-TECH instructor and
18 administration representation.
19

20 W. Prior to the elimination of any LISD VO-TECH Center program,
21 Administration shall consult with the Association and members of
22 the affected advisory committee.
23

1
2 ARTICLE VI
3

4 REQUIREMENTS FOR CONTINUED EMPLOYMENT
5

6 A. It is recognized by the Association that the initial
7 requirements for employment are within the prerogative of
8 the Board of Education and to a large extent determined by
9 the Department of Education certification division for job
10 classifications contained within the bargaining unit.
11

12 B. At the time of employment, all teachers must file with the
13 Intermediate Board of Education a teaching certificate, unless on
14 Annual Authorization.
15

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

20 Proof that the non-certified teacher is annually and
21 continually enrolled in completing credit in an approved
22 vocational teacher preparation program leading to vocational
23 certification; and college/university transcripts will be
24 provided to the administration by August 15th of each year
25 while on annual authorization. In the event that the
26 college/university is not timely in sending the
27 transcript(s), a letter from the college/university will
28 suffice in the interim. In the final year of annual
29 authorization as defined by the Michigan Department of
30 Education, the teacher shall provide proof that s/he shall
31 graduate and will become certificated in their program area
32 by the start of the next school year by February 1.
33

34 D. All teachers must maintain proper certification by the
35 Department of Education and furnish to the Board of Education a
36 mailing address and telephone number which must be kept current.
37 All teachers on the staff are encouraged to show evidence of
38 professional growth throughout the course of their employment in
39 the district.
40
41

1
2 ARTICLE VII

3
4 COMPENSATION AND BENEFITS

5
6 A. See attached salary schedules.

7
8 B. The 2011-2012 school year shall consist of 184 student
9 instruction days and four teacher workdays and will follow the
10 negotiated county calendar.

11
12 C. The last workday may be for student instruction. If not
13 used for student instruction, the last workday may be used
14 for records, curriculum development, professional development or
15 to work on other Vo Tech future direction initiatives.

16
17 D. In the event school is closed due to an Act of God, defined as
18 conditions not within the control of school authorities, such as
19 inclement weather, fires, epidemics, mechanical failure, health
20 conditions as defined by the City, County, State or Federal
21 authorities, or other reason beyond the control of the Board and
22 the day cannot be counted as a day of student instruction under
23 State law, employees shall be excused from reporting to duty
24 without loss of pay. The Board shall have the right to
25 reschedule any day that is lost because school was closed if the
26 lost day cannot be counted as a day of student instruction under
27 State law. It is agreed and understood that at the time this
28 Agreement was entered into two (2) is the maximum number of lost
29 days that could be counted as days of student instruction.
30 Employees shall work on such rescheduled days without additional
31 compensation. Such days shall be rescheduled on dates mutually
32 agreeable to the Board and Association, with the understanding
33 that such days shall be added to the end of the calendar if
34 mutual agreement cannot be reached.

35
36 Beginning in the 2006-2007 school year, in the event school is
37 closed due to an Act of God as described above, in which members
38 are scheduled to work, members will report to their work
39 assignment for three hours (excluding lunch) on the first and
40 second Act of God day(s) unless otherwise notified by the
41 Assistant Superintendent of Instruction or his/her designee.
42 Members may use their own judgment not to report on the first two
43 Act of God days but will be charged one-half personal day, one-
44 half sick day, or will be charged one-half day of unpaid time.
45 Members are to report to their immediate supervisor regarding
46 their responsibility for the first and second Act of God day(s).
47 Such days shall be used for the furthering of the educational
48 program in their assigned area(s). After the first two Act of God
49 days the Board shall reschedule days lost. Employees shall work
50 on such rescheduled days without additional compensation. Such
51 days shall be rescheduled on dates mutually agreeable to the
52 Board and Association prior to the end of the current Calendar,
53 with the understanding that such days shall be rescheduled by
54 Administration prior to July 1 if mutual agreement cannot be

1 reached. It is further understood that all rescheduled work days
2 may be accomplished with individual or group assignments with the
3 approval of the Administration.
4

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

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

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

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

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

LEAVES OF ABSENCE

A. Teachers will be granted twelve (12) sick leave days per year to be used for absences caused by illness or injury of the teacher, or illness of the immediate family that requires the teacher's personal attention. Immediate family shall include spouse, children and parents. Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy with the exception of the use of up to two one-half sick days for Act of God day absences. The use of this exception would not impact the teachers' possible receipt of the \$150 payment for not using sick days as described below. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation or after school periods shall not be covered by this sick leave policy. Unused sick leave will be allowed to accumulate to one hundred sixty (160) days. Part-time employees will be granted pro-rated sick leave days.

Of these twelve (12) days, personal emergency and business leaves shall be limited to two (2) days per school year. These two (2) days are a part of sick leave and chargeable to sick leave. It is to be understood that these days may be taken only when it is impossible to conduct the business or handle the emergency during non-working hours/days. These days are not to be taken immediately prior to or following any other paid or unpaid leave of absence which may include but not be limited to; Sick leave days, Holidays or vacation periods, without prior approval of the administration. Any personal emergency and business leave days that are used in a manner that results in an indication of abuse as determined by the administration, will result in loss of pay for that day and loss of the personal emergency/business leave day. When possible, at least twenty-four (24) hours advance notice is to be given.

22

1 verification from the teacher's physician. The teacher must
2 return to work as soon as the disability ends.

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

7
8 The Association recognizes that abuse of sick leave is
9 non-professional behavior and will caution its members that such
10 abuse may result in disciplinary action including loss of pay.

11
12 Also, pursuant to the Family and Medical Leave Act of 1993, an
13 employee who has been employed at least 12 months and worked at
14 least 1250 hours during the prior 12-month period, is entitled to
15 12 work weeks of leave during any 12-month period without pay,
16 with the employee's health insurance coverage maintained in
17 accordance with FMLA for one of the following reasons:

- 18
19 a. due to the birth of the employee's child and/or to
20 care for the employee's newborn child;
21
22 b. due to the placement of a child with the employee for
23 adoption or foster care;
24
25 c. due to the need to care for the employee's spouse,
26 child, or parent who has a serious health condition;
27 or
28
29 d. due to a serious health condition that renders the
30 employee incapable of performing the functions of his
31 or her job.

32
33 A serious health condition is defined by the law as an illness,
34 injury, impairment, or physical or mental condition which
35 involves (1) in-patient care in a hospital, hospice, or
36 residential medical care facility or (2) continuing treatment by
37 a health care provider. Any leave taken under this contract for
38 the above purposes shall be charged against the employee's leave
39 entitlement under the Family and Medical Leave Act.

40
41 In accordance with the FMLA and its regulations, leave may be
42 taken on an intermittent basis rather than all at once or the
43 employee may work a part-time schedule.

44
45 Eligible employees are entitled up to twelve (12) weeks during
46 what would otherwise be an unpaid leave of absence. Where
47 permitted by the FMLA, a teacher shall have the right to
48 substitute paid leave for FMLA unpaid leave.

49
50 An employee has the right to return to the same position or
51 equivalent position with equivalent pay, benefits, and working
52 conditions at the conclusion of the FMLA leave. The taking of
53 FMLA leave cannot result in the loss of any benefit that accrued
54 prior to the start of the leave.

1 The twelve (12) month period will be considered a rolling year.

2
3
4 B. Teachers shall be granted one (1) personal leave day per
5 school year subject to the following guidelines:

- 6
7 1. No more than two (2) teachers shall be absent on a given
8 day. Any exceptions shall be subject to the approval of
9 the Principal.
- 10
11 2. Teachers will not be allowed to take their personal
12 leave day on days before or after scheduled break; i.e.,
13 Thanksgiving, Christmas or Easter; on full or partial
14 in-service days; on Sophomore Tour Days; on Eighth Grade
15 Visitation; nor on Student Awards Assembly Day.
- 16
17 1. The Principal's approval of the day shall be granted in
18 order of the request(s), subject to the above
19 limitations.
- 20
21 4. When possible, at least twenty-four (24) hours advance
22 notice is to be given.
- 23
24 5. Unused days shall be added to the teacher's accumulated
25 sick leave.
- 26
27

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

34

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

38

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

46

47 D. All teachers employed are covered under Michigan Workers'
48 Compensation Law and are entitled to receive benefits as provided
49 by law. Teachers shall continue to accumulate seniority up to a
50 maximum of one additional full year in the position they were in
51 at the time they qualified for workers' compensation. This
52 seniority accumulation shall be governed by the seniority
53 definition in Article XVI.C.

54

1 E. The Board shall inform each teacher of their accumulated sick
2 leave at the beginning of each school year.
3

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

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

1 c. Such other absences as the administration shall, in
2 their discretion, determine is of a nature to
3 benefit the school.
4

5 G. Teacher attendance is encouraged on "Act of God" days which
6 force closing of schools. Such days can be used for furthering
7 of the educational program in their assigned areas.
8

9 H. Unpaid Leaves:
10

- 11 1. A teacher shall be entitled to utilize an unpaid leave of
12 absence for a disability even though s/he may have
13 received sick leave for the same disability. Any teacher
14 that can anticipate (a) a prolonged disability, or (b) a
15 short disability followed by newborn child care, or (c)
16 adoption followed by pre-school child care, and wishes to
17 take an unpaid leave of absence, shall notify in writing
18 the Assistant Superintendent-Career Technical Education as
19 soon as possible. The notification shall contain the
20 projected days of absence which shall not be more than one
21 year.
22
- 23 2. The ending date of such requested leave shall coincide
24 with the ending date of a school semester as much as
25 possible.
26
- 27 3. Teachers returning from such leaves shall provide the
28 Board with a physician's statement that they are medically
29 able to return to their duties.
30
- 31 4. A teacher may make written application to return prior to
32 the end of such a leave, but the Board shall be under no
33 obligation to return the teacher unless a vacancy occurs
34 for which the teacher is certified.
35
- 36 5. No experience credit or fringe benefits shall accrue to a
37 teacher on unpaid leaves.
38
- 39 6. Extension of the leave shall be at the sole discretion of
40 the Board. If an employee wishes an extension of the
41 leave, s/he must make written request as soon as possible,
42 but no later than sixty (60) working days before the
43 expiration of the initially granted leave.
44
- 45 7. Upon expiration of the leave, the teacher shall be
46 returned to his/her former position or another position
47 for which s/he is certified.
48
- 49 8. At least two weeks before the expiration date of the
50 leave, the employee write to the administration notifying
51 whether or not s/he will be returning from the leave.
52
- 53 9. Failure to return from a leave on the date specified in
54 said leave shall be conclusively deemed a resignation

1 unless mutually agreed by the Board and the teacher prior
2 to said date.
3

4 I. A teacher who has exhausted all sick leave herein above
5 granted, and is not otherwise eligible for a leave of absence,
6 may be granted a leave of absence without pay for a period not
7 to exceed one (1) year at the discretion of the Board of
8 Education.
9

10 J. Other Absences: A teacher who is absent for reasons other than
11 those above specified or in accordance with the above
12 requirements shall be subject to the disciplinary action
13 including the loss of compensation. In the event a loss of
14 compensation is determined, the teacher's salary shall be
15 diminished for each day of absence by dividing his/her base pay
16 by 188. Further, in the event the teacher is absent without
17 cause from other compensated activities, the compensation shall
18 be reduced according to the amount of time lost in relation to
19 the total time required of the position carrying extra
20 compensation.
21

22 K. Leave of absence without pay may be granted UPON application to
23 and approval of the Board.
24

25 L. Sabbatical Leaves
26

- 27 1. Upon application, employees who have worked for the LISD for
28 at least seven (7) years, may be granted a leave of absence
29 for up to one (1) year to be spent for the advancement of
30 professional skills; i.e., course work taken at an accredited
31 college/university or for upgrading/retraining of technical
32 skills. During said leave, all eligible insurance's shall be
33 paid by the Board for the employee, not including payments
34 for tax sheltered annuities as specified in Plans B and C.
35
- 36 2. Upon completion of said leave, the employee shall return to
37 the employ of the former position or a position of like
38 nature and status and shall be placed at the same position on
39 the salary schedule as s/he would have been had s/he worked
40 in the District during that period.
41
- 42 3. Any sabbatical leave of absence will be without pay and will
43 be granted only upon application and approval by the Board of
44 Education.
45

46 M. An employee who has exhausted his/her accumulated sick leave may
47 borrow up to five (5) days additional sick time from the next school
48 year by applying for the days in writing to the Superintendent or
49 his/her designee. However, the Board retains the right to deduct
50 from the employees' last paycheck the amount equal to the salary so
51 paid in advance on the borrowed sick leave days in the event the
52 employee does not, for any reason, return to work for the next
53 ensuing school year.
54
55
56

1
2 ARTICLE IX

3 VACANCIES, PROMOTIONS AND TRANSFERS

4
5
6 A. The Board recognizes it is desirable in making assignments to
7 consider the interest and aspirations of its teachers. Requests by
8 a teacher for a transfer to a different class or position shall be
9 made in writing to the Assistant Instruction and one copy filed with
10 the administration. The application shall set forth the reasons for
11 transfer, the position sought, and the applicant's academic
12 qualifications. Such requests shall be renewed once a year,
13 preferably in the early spring, to assure active consideration by
14 the Board.
15

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

24 C. Whenever a permanent or newly created vacancy in a LVTEA
25 teaching position shall occur as determined by the Board, the Board
26 shall publicize same by giving notice of such vacancy to the
27 President of the Association and provide for appropriate posting on
28 the teachers' bulletin boards and on the District's website. Said
29 vacancy shall not be permanently filled for a period of ten (10)
30 days from the posting date. During the summer months the posting
31 notice shall be mailed to the Association officers within five days
32 the posting date. Any teacher possessing the qualifications may
33 apply for such position in writing to the Superintendent's office
34 within the ten (10) day posting period. The Board agrees to
35 consider professional background and attainment of all applicants,
36 length of service and teaching, class level, area of specialization
37 and other relevant factors.
38

39 The Board agrees to post any vacant or newly created
40 administrative or supervisory positions at least five (5) days
41 before it is filled. During the summer months the posting shall be
42 mailed to the Association officers and posted on the District's
43 website.
44

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

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

1
2 The Board has the policy of filling all positions with the most
3 qualified applicant from within or outside of the District whom the
4 Board considers the most probable to have the greatest success in
5 the position.
6

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

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ARTICLE X

TEACHER EVALUATION

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

1. Probationary teachers shall be observed for the purpose of evaluation at least two times held at least sixty days apart during each school year and shall include an annual year-end performance evaluation. Tenure teachers shall be observed two times for the purposes of a performance evaluation at least once every three(3) years. In the "off" years, an informal summary will be provided listing strengths and areas suggesting improvement.
2. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) school days of the evaluation. If the teacher disagrees with the evaluation, s/he may submit a written answer which shall be attached to the file copy of the evaluation in question.
3. Tenure teacher evaluations should be completed not later than May 1 of each year.
4. No monitoring and observation for evaluation purposes will be done in a covert manner.
5. All criticisms in evaluations should include specific recommendations on how to improve.
6. Formal observations for evaluations must be at least thirty (30) minutes in length.
7. The teacher and the administrator shall meet, if requested by the teacher or administrator, prior to an observation to provide the teacher with an opportunity to explain what the lesson plan will be during the observation.
8. Within two (2) days of the observation the teacher may request the administrator to schedule a meeting with the teacher to discuss the observation. This meeting will be scheduled within five (5) school days of the request.

The purpose of the meeting will be to allow the teacher the opportunity to clarify or explain the observation.
9. Upon teacher request, an administrator will observe the teacher again to look for improvement in areas previously criticized. An attachment, reflecting the administrator's new evaluation, shall be attached to the original.

1
2 B. In addition to the administrator's evaluation of the teacher's
3 performance, the teacher shall have the opportunity to do a
4 self-evaluation with a copy to be attached to the evaluation done by
5 the administrator.

6
7 C. The use of standardized and required student testing results,
8 placement and enrollment statistics in evaluation of the teacher
9 shall be prohibited.

10
11 D. Each teacher, upon request, shall have the right to review the
12 contents of his/her own personnel file maintained by the school
13 system. The review will be made in the presence of the
14 administrator responsible for the safe-keeping of the file.
15 Privileged information such as confidential credentials, letters of
16 reference from universities, individuals, or previous employers are
17 specifically exempted from such review. The administrator shall
18 remove such credentials and confidential reports from the file prior
19 to the review of the file by the teacher. A representative of the
20 Association may be requested to attend such a review. After three
21 (3) years, disciplinary material shall be removed from the personnel
22 file provided there has not been a recurrence of the same type of
23 incident.

24
25 If a Freedom of Information Act (FOIA) request is received for a
26 teacher's personnel file or personnel file information, the teacher
27 will be notified of the request when it is received by an
28 administrator. If the teacher indicates that she/he will challenge
29 whether the information is disclosable under FOIA, the Board will
30 take the maximum time permitted by the FOIA before it responds to
31 the FOIA request.

32
33 E. A teacher shall upon request be entitled to have present a
34 representative of the local Association when s/he is being
35 reprimanded, warned, or disciplined for an infraction of discipline
36 or delinquency in professional performance of a serious nature. If
37 and when such reprimand is to be made, the administration shall
38 inform the teacher of his/her right to Association representation.
39 Such notification shall constitute official notice to the teacher
40 that the administration views this as a serious infraction which
41 might reflect upon the competence of the teacher with respect to
42 re-employment. When a request for such representation is made, no
43 action shall be taken with respect to the teacher until such
44 representation of the Association is present, and in no instance
45 later than five (5) school days after the initiatory action by the
46 administration. If, in the opinion of the administration, an
47 emergency situation exists, s/he may issue a preliminary reprimand
48 and shall file within two (2) days in writing a formal notification
49 of the reprimand hearing with the teacher and the Association.

50
51 F. No teacher shall be disciplined or dismissed without just cause.
52 It is expressly understood that the right of the Board of Education
53 to review a probationary teacher's contract and to deny the renewal
54 thereof is within the sole discretion of the Board of Education.
55 Discipline or discharge shall be subject to the grievance procedure

1 except where the Tenure Act shall apply, in which case the teacher
2 shall have such rights as are afforded him/her under the Teacher's
3 Tenure Act. Information forming the basis of disciplinary action or
4 discharge will be made available to the teacher and the Association.
5 Administrative evaluation shall not be subject to the grievance
6 procedure.
7

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

1
2 ARTICLE XI

3
4 DISCIPLINE AND TEACHER PROTECTION

5
6 A. The Board adopted student discipline code shall become part of
7 the Teacher's Handbook.

8
9 B. Consistent with Board policy the administration shall support
10 teachers in maintaining school discipline.

11
12 C. All assaults by students upon teachers shall be immediately
13 reported to the administration. The Board will assist the teacher
14 in resolving the dispute with the student. The Board will provide
15 the teacher with legal counsel in the event the teacher requests
16 same and the Board determines the teacher has acted within the scope
17 of Board policy. It is expressly understood that the providing of
18 legal counsel will be handled by the Board of Education on an
19 individual basis as determined by the circumstances.

20
21 D. Any written complaints made by a parent of a student against a
22 teacher shall be immediately reported to the teacher involved. In
23 the event a teacher is sued by reason of disciplinary action taken
24 by the teacher against a student in accordance with Board policy,
25 the Board will provide legal counsel as each individual case arises.
26 Time lost by a teacher arising out of an assault shall not be
27 charged against sick leave so long as the Board determines that the
28 teacher has acted within the scope of Board policy. "Time lost" as
29 above used shall be construed to mean absence from the job due to an
30 injury arising from the assault and shall not extend beyond ninety
31 (90) calendar days.
32

1
2 ARTICLE XII
3

4 ACADEMIC FREEDOM
5

6 The parties seek to educate young people in the democratic
7 tradition, to foster a recognition of individual freedom and social
8 responsibility, to inspire meaningful awareness of and respect for
9 the Constitution and the Bill of Rights, and to instill appreciation
10 of the values of individual personality. It is recognized that
11 these democratic values can best be transmitted in an atmosphere
12 which is free from censorship and artificial restraint upon free
13 inquiry and learning and in which academic freedom for teachers and
14 student is encouraged.
15
16

1
2 ARTICLE XIII
3

4 COMPLETION OF AGREEMENT
5

6 The parties acknowledge that during the negotiations which
7 resulted in this Agreement, each had the unlimited right and
8 opportunity to make demands and proposals with respect to any
9 subject or matter not removed by law from the area of collective
10 bargaining, and that the understandings and agreements arrived at by
11 the parties after the exercise of that right and opportunity are set
12 forth in this Agreement. Therefore, the Board and the Association,
13 for the life of this Agreement, each voluntarily and unqualifiedly
14 waives the right and each agrees that the other shall not be
15 obligated to bargain collectively with respect to any subject or
16 matters not specifically referred to or covered in this Agreement,
17 even though such subjects or matters may not have been within the
18 knowledge or contemplation of either or both of the parties at the
19 time that they negotiated or signed this Agreement. A specific item
20 not covered by this Agreement may be subject to negotiations upon
21 consent of both parties.
22

1
2 ARTICLE XIV

3
4 GRIEVANCE PROCEDURE

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

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

- 11
12 1. The termination of teacher services or failure to
13 re-employ any probationary teacher.
14
15 2. The placing of a non-tenure teacher on a third year of
16 probation.
17
18 3. The termination of services or failure to re-employ any
19 teacher to a position on the extracurricular schedule.
20
21 4. The contents of the teacher evaluation.
22

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

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

35 C. The term "days" as used herein shall mean days in which school
36 is in session.
37

38 D. Written grievances (see Appendix I) as required herein shall
39 contain the following:
40

- 41 1. It shall be signed by the grievant or grievants;
42
43 2. It shall be specific;
44
45 3. It shall contain a synopsis of the facts giving rise to the
46 alleged violation;
47
48 4. It shall cite the section or subsection of this contract
49 alleged to have been violated;
50
51 5. It shall contain the date of the alleged violation;
52
53 6. It shall specify the relief requested;
54

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

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

9 E. Level One: A teacher believing himself/herself wronged by an
10 alleged violation of the express provisions of this contract shall
11 within ten (10) days of its alleged occurrence, orally discuss the
12 grievance with the Principal in an attempt to resolve same. An
13 Association representative, chosen by the teacher, may be present
14 during this discussion.
15

16 Level Two: If no resolution is obtained within three (3) days of
17 the discussion, the teacher shall reduce the grievance to writing
18 and proceed within five (5) days to Level Three.
19

20 Level Three: A copy of the written grievance shall be filed with
21 the Assistant Superintendent-Career Technical Education or his/her
22 designated agent as specified in Level One with the endorsement
23 thereon of the approval or disapproval of the Association. Within
24 five (5) days of receipt of the grievance, the Assistant
25 Superintendent or his/her designated agent shall arrange a meeting
26 with the grievant(s) and/or the designated Association
27 representative at the option of the grievant(s) to discuss the
28 grievance. Within five (5) days of the discussion, the Assistant
29 Superintendent or his/her designated agent shall render his/her
30 decision in writing, transmitting a copy of the same to the
31 grievant(s), the Association secretary, the building principal in
32 which the grievance arose, and place a copy of same in a permanent
33 file in his/her office. The Assistant Superintendent's decision
34 shall include the reason(s) if s/he denies the grievance.
35

36 If no decision is rendered within five (5) days of the
37 discussion, or the decision is unsatisfactory to the grievant(s) and
38 the Association, the grievant(s) may appeal same to the
39 Superintendent by filing the written grievance along with the
40 decision of the Assistant Superintendent not more than three (3)
41 days from the date of the written decision of the Assistant
42 Superintendent.
43

44 Level Four: Within five (5) days of the receipt of the
45 grievance, the Superintendent or his/her designated agent shall
46 arrange a meeting with the grievant(s) and/or the designated
47 Association representative at the option of the grievant(s) to
48 discuss the grievance. Within five (5) days of the discussion the
49 Superintendent or his/her designated agent shall render his/her
50 decision in writing, transmitting a copy of same to the grievant(s),
51 the Association secretary, the Assistant Superintendent, the
52 Principal, and place a copy of same in a permanent file in his/her
53 office. The Superintendent's decision shall include the reason(s)
54 if s/he denies the grievance.
55

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

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

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

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

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

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

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

51
52 H. All preparation, filing, presentation, or consideration of
53 grievances shall be held at times other than when a teacher or a
54 participating association representative are to be at their assigned
55 duty stations.

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2
3
4
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6

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

1
2 ARTICLE XV

3
4 MISCELLANEOUS

5
6 A. The Association may deal with ethical problems arising under the
7 Code of Ethics of the education profession in accordance with the
8 terms thereon and the Board recognizes that the Code of Ethics of
9 the education profession is considered by the Association and its
10 membership to define acceptable criteria of professional behavior,
11 but this will not preclude the right of the Board of Education to
12 act independently if it is deemed necessary.
13

14 B. This Agreement shall supersede any rules, regulations or
15 practices of the Board which shall be contrary to or inconsistent
16 with its terms contained in any individual teacher contracts
17 heretofore in effect. All future individual teacher contracts shall
18 be made expressly subject to the terms of this Agreement. The
19 provisions of this Agreement shall be incorporated into and be
20 considered part of the established policies of the Board.
21

22 C. Copies of this Agreement shall be provided at the expense of the
23 Board and presented to all teachers now employed or hereafter
24 employed by the Board, plus two (2) extra copies for the
25 Association's use.
26

27 D. If any provision of this Agreement or any application of the
28 Agreement to any employee or group of employees shall be found
29 contrary to law, then such provision or application shall not be
30 deemed valid and subsisting except to the extent permitted by law,
31 but all other provisions or applications shall continue in full
32 force and effect.
33

34 E. This Agreement is the complete agreement between the parties in
35 regard to items covered herein and may be altered, changed, added
36 to, deleted from or modified only by mutual written consent of the
37 parties.
38

39 F. All new teaching personnel shall report for orientation at least
40 one (1) day prior to the opening of school. This day of orientation
41 is without compensation.
42

43 G. There shall be notification to an LVTEA Officer when no building
44 administrator is present in the LISD VO-TECH Center for a period
45 greater than one hour. Notification shall also include the person
46 who is responsible for the building.
47

48 H. An emergency manager appointed under the Local Government and
49 School District Fiscal Accountability Act, 2011 PA 4214, MCL
50 141.1501, et seq., shall be able to reject, modify or terminate this
51 Agreement as provided by the Act.
52
53

1
2 ARTICLE XVI

3
4 LAY OFF PROCEDURE

5
6 A. It is within the sole discretion of the Board to reduce the number
7 of teachers at such time as the Board may deem appropriate. In the
8 event it becomes necessary to reduce the number of teachers, the
9 following procedure will be followed:

- 10
11 (1) The Board, through its agents, will determine the
12 curriculum and the positions which should be
13 eliminated, reduced, or continued.
14
15 (2) Probationary teachers shall be laid off first, except
16 as permitted otherwise by subsection A(3).
17 Probationary teachers shall be laid off based upon
18 length of continuous service with the Lenawee
19 Intermediate School District since the last date of
20 hire, as an Association member in the LVTEA, provided
21 that a teacher with longer continuous service may be
22 laid off while a probationary teacher with less
23 continuous service is employed if the teacher with
24 longer continuous service is not certified and
25 qualified to be employed in the specific position held
26 by the probationary teacher with less continuous
27 service or the specific position to which the Board
28 determines the probationary teacher with less
29 continuous service should be assigned. If two (2)
30 probationary teachers have the same length of
31 continuous service since the last date of hire, the
32 probationary teacher holding the applicable
33 certification and full or temporary vocational
34 authorization shall be considered to have greater
35 continuous service since the last date of hire than the
36 probationary teacher who is vocationally annually
37 authorized. Annually authorized teachers shall be
38 considered probationary teachers.
39
40 (3) Non-probationary teachers shall be laid off on the
41 basis of seniority, provided that a more senior
42 teacher may be laid off while a probationary or less
43 senior teacher is employed if the more senior teacher
44 is not certified and qualified to be employed in the
45 specific position held by the probationary teacher or
46 teacher with less seniority or the specific position
47 to which the Board determines the probationary teacher
48 or teacher with less seniority should be assigned.
49 Provided further, that this procedure shall be subject
50 to the Michigan Teachers' Tenure Act.
51
52 (4) The Board shall take formal action in order to
53 effectuate the layoff of a teacher. Layoffs shall only
54 be effective at the beginning of the school year - with

thirty (30) calendar-day notice.

B. "Seniority" shall be defined as the length of continuous service with the LISD since the last date of hire, as an Association member in the LVTEA. Periods of time spent on leaves of absence shall not constitute a break in continuous service and seniority shall accrue during such periods. Seniority shall not accrue during periods of layoff. For purposes of this Article only, part-time teachers teaching one-half time or greater shall accumulate seniority credit as a full-time teacher. Part-time teachers teaching less than one-half time shall not accumulate seniority. Probationary teachers shall not be considered to have seniority. However, any teacher who was granted tenure shall have seniority from the last date of hire as a teacher, as an Association member in the LVTEA. In the event of ties in LVTEA seniority:

(1) The teacher having the most years of service with the LISD in any non-LVTEA position shall be considered to have more seniority;

(2) Following Step #1 as indicated above, in the event of ties, all teachers so affected will participate in a formal drawing to determine placement on the seniority list.

The Association and bargaining unit members so affected will be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

C. The Board shall prepare and present to the Association President a current seniority list prior to October 1 of each year. The seniority list shall also contain information regarding the employee's certification. The Association shall have thirty (30) days from receipt of the list to notify the Board of any disagreement with the list. Any objection must be in writing. Failure to indicate any disagreements in writing shall be construed as agreement that the list is accurate. Any dispute between the parties shall be subject to the grievance procedure.

D. The certification and qualification of a teacher to be laid off shall be the certification and qualification on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualification on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

E. Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified and

1 qualified for the vacancy or vacancies to be filled. Teachers
2 shall lose recall rights under this contract when they are no
3 longer eligible for recall under Article IV, Section 5 of the
4 Michigan Teachers' Tenure Act.
5

6 F. Notice of recall shall be sent by certified or registered mail to
7 the teacher's last known address. It shall be the responsibility
8 of the teacher to keep the Board informed of his/her current
9 address. The Board's obligations regarding recall of a teacher
10 shall be fully satisfied if the notice of recall is sent to the
11 teacher's last known address. The teacher will have ten (10)
12 business days to indicate his/her desire to accept or reject an
13 offer of recall, and the ten (10) business days shall commence
14 running on the date the notice of recall is received. In the
15 event a teacher does not respond within the ten (10) business day
16 period, this shall constitute the teacher's resignation from
17 employment and employment shall automatically terminate. A laid
18 off teacher employed under contract by another Michigan public
19 school district may refuse recall; however, if the teacher is
20 offered a position for the next school year, the teacher's
21 refusal of the offer shall constitute the teacher's resignation
22 from employment and employment shall automatically terminate.
23

24 G. For purposes of this Article, the terms "certified and qualified"
25 shall mean holding a valid certificate as defined by the State
26 Board of Education for the position in question.
27

28 H. All individual employment contracts executed between the teacher
29 and the Lenawee Intermediate School District are subject to the
30 terms and conditions of this Article. All provisions of a
31 teacher's individual contract of employment shall terminate upon
32 layoff and the teacher(s) shall not be entitled to salary
33 payment.
34

1 ARTICLE XVII

2
3 MASTER/MENTOR TEACHERS

4
5
6 A. Mentor teachers have the opportunity to positively shape the
7 future of the profession. Mentor teachers can have a strong influence
8 on beginning teachers, nurturing them to embrace the principles of
9 LISD Vision as well as offering assistance, resources, and information
10 in a collegial, non-threatening manner.
11

12
13 A Mentor Teacher shall be defined as a Master Teacher as identified in
14 the Michigan Department of Education Guidelines for New Teacher
15 Induction and Mentoring. Participating as a Mentor teacher shall be
16 voluntary. The selection of who will be a Mentor Teacher based on the
17 following criteria:
18

19 The teacher will:

- 20
21 * have embraced the principles of the LISD Vision
22 * have demonstrated excellence in teaching.
23 * have demonstrated excellence in working with adults.
24 * have participated in professional development to remain current
25 and maintain a high level of expertise.
26 * be an active and open listener.
27 * be competent in social and public relations.
28 * be trained to mentor or will commit to being trained as well as
29 commit to implementing the role effectively.
30 * be knowledgeable of human and other resources that can assist the
31 new teacher.
32

33 B. The Principal of the Vo-Tech Center or his/her designee, in
34 consultation with the existing mentors and Association President, will
35 determine who will serve as a Mentor Teacher and will assign each new
36 teacher a Mentor teacher.
37

38 Mentor teachers will meet with the assigned new teacher at least two
39 times each week to provide assistance in the following areas:
40

- 41 a. Understanding and assistance in implementation of the LISD
42 Vision
43 b. Curriculum and instructional strategies
44 c. Organizational skills
45 d. Classroom organization and management techniques
46 e. Diagnosing learner needs and differences
47 f. Assessing student progress
48 g. School culture
49 h. Record keeping
50 i. Assessing mentees' needs
51 j. Legal issues affecting classroom practice
52 k. Parent/guardian and teacher interaction

1 C. A log containing the time and topics of the meetings will be
2 kept by the new teacher and initialed by the Mentor teacher. The
3 Principal will review and initial the log at least once per month.
4

5 D. The Mentor Teacher shall be available to provide professional
6 support, instruction and guidance in a non-threatening, collegial
7 manner. Because the purpose of the Mentor/Probationary teacher
8 relationship is to provide the probationary teacher the necessary
9 assistance toward the end of quality instruction, the Board and
10 the Association agree that the relationship shall not include any
11 supervisory or evaluative functions. If either the Mentor or
12 Mentee believe the Mentor-Mentee relationship does not provide
13 support, is not non-threatening, or is not collegial, either party
14 shall have the option of opting out of the relationship, and a new
15 Mentor will be assigned as described in paragraph B. of the
16 Article.
17

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

1
2 ARTICLE XVIII
3

4 DURATION OF AGREEMENT
5

6 This Agreement shall be effective as of the fifteenth day of
7 August, 2011, and shall continue until twelve o'clock midnight on
8 the fourteenth day of August, 2012.
9

10 IN WITNESS WHEREOF, the parties have executed this Agreement
11 by their duly authorized representatives the day and year first
12 above written.
13
14
15
16
17

18
19 Board of Education
20 Lenawee Schools Intermediate School District
21 Lenawee County, Michigan
22
23
24

25 By: _____
26 President
27

28
29 _____
30 Secretary
31
32
33

34
35 Lenawee Vo-Tech Education Association
36
37

38 By: _____
39 President
40

41
42 _____
43 Secretary
44
45

1
2 LVTEA

3
4 SCHEDULE A

- 5
6 1. The Board's designated representative will evaluate past
7 non-teaching occupational and teaching experience in determining
8 placement on the salary schedule.
9

10 Teachers shall advance to the proper column upon completion of
11 relevant semester hours of college credit. Relevant semester
12 hours of college credit shall be defined as any coursework in the
13 education field and/or their curriculum area. Salary adjustments
14 will be made upon receipt of an official transcript from a
15 college or university. This adjustment will only be made at the
16 beginning of the school year and only upon receipt of an official
17 transcript(s) no later than August 15 before the school year
18 begins. In the event that the college/university is not timely in
19 sending the transcript(s), a letter from the college/university
20 will suffice in the interim.
21

22
23 The Board will endeavor during the open enrollment period to have
24 the MESSA Field Representative, the LISD benefits coordinator,
25 and a representative of the Section 125 plan, meet with LVTEA
26 staff members to answer questions regarding benefits. All
27 documents are to be returned to the business office by the end of
28 the enrollment period.
29

30 The Board agrees to provide to full-time teachers an insured
31 income continuation plan for disability extending beyond the
32 teacher's accumulated sick leave. The plan shall guarantee
33 continuation of sixty (60) percent of the teacher's income from
34 salary and supplemental income received from the Board, averaged
35 monthly, including benefits received from primary and family
36 social security, workers' compensation or any other employer-
37 sponsored plan, including disability benefits received under the
38 MPERS insurance. Benefits shall begin ninety (90) calendar days
39 after the teacher is disabled or upon the expiration of the
40 teacher's sick leave benefits, whichever is greater. Benefits
41 will continue to age sixty-five (65) for illness or accident.
42

- 43
44 2. Effective July 1, 2011. The Board's contribution toward health
45 insurance shall include no more than one increase per year, which
46 will be honored on the carrier's anniversary date. The Board's
47 monthly contribution toward the insurance described in any Plan
48 shall not exceed \$1,360 for 2011-2012. Any monthly premiums in
49 excess of the aforementioned amounts shall be paid by the
50 employee and shall be payroll deducted from the employee. Nothing
51 within this paragraph shall be construed by either party that
52 either party has waived its right to raise the issue of
53 negotiating the health insurance carrier for subsequent
54 contracts.

1 The Board agrees to transmit premiums which employees provide the
2 Board via payroll deductions for the insurance options they wish
3 to purchase.
4

5 **PLAN A:** This plan may be chosen by an employee rather than
6 taking PLAN B.
7

- 8 1. MESSA Choices II Health Insurance with Blue Cross/Blue Shield
9 of Michigan as the Underwriter. This coverage includes a
10 \$300/\$600 deductible, a \$20 provision for doctor's visits,
11 and Rx Saver prescription program.
12
- 13 2. Delta Dental: Class I-100%/80%; Class II-80%; Class III
14 (Orthodontic Rider) -80% (max. \$1300).
15
- 16 3. Life Insurance: \$17,000 with accidental death and
17 dismemberment.
18
- 19 4. Vision Insurance: VSP2
20
- 21 5. Long Term Disability: The specifications of the Long Term
22 Disability Program shall be as follows: 60%; \$5,000 monthly
23 maximum; 90 calendar days - modified fill; maternity
24 coverage; preexisting condition waiver; freeze on offsets;
25 alcoholism/drug same as any other illness; mental/nervous
26 same as any other illness cost of living benefit; three year
27 own occupation.
28

29 LVTEA members will have access to the LISD Section 125 Cafeteria Plan
30 which includes provisions for medical reimbursement and dependent care
31 reimbursement per LISD policies and procedures. Open enrollment for
32 the Section 125 Cafeteria Plan will be made available.
33

34 **PLAN B:** This plan may be chosen by an employee rather than taking
35 Plan A.
36

- 37 1. Delta Dental: Class I-100%/90%; Class II-90% Class III
38 (Orthodontic Rider)-90% (maximum \$1500).
39
- 40 2. Life Insurance: \$37,000 with accidental death and
41 dismemberment.
42
- 43 3. Vision Insurance: VSP3
44
- 45 4. The Board will pay \$710 toward Plan B. Employee shall
46 receive, as a cash option, the amount in excess of the
47 insurance benefit cost as described in Plan B. To provide
48 this benefit, the Board shall formally adopt a qualified plan
49 document pursuant to Section 125 of the Internal Revenue
50 Code. The cash option received by the employee may be
51 utilized to purchase a tax deferred annuity.
52
- 53 5. Long Term Disability: The specifications of the Long Term
54 Disability Program shall be as follows: 60%; \$5,000 monthly

1 maximum: 90 calendar days -- modified fill; maternity
2 coverage; preexisting condition waiver; freeze on offsets;
3 alcoholism/drug same as any other illness; mental/nervous
4 same as any other illness; cost of living benefit; 3 year own
5 occupation.
6

7 Employees shall not seek dual coverage through the Board if
8 covered elsewhere or through spouse's employment. If an employee
9 leaves or is terminated during the year, his/her insurance
10 coverage will be terminated in thirty (30) days after leaving.
11

12 3. Thirty dollars (\$30) per day will be paid for accumulated sick
13 leave upon terminal retirement or 13 years of service with the
14 LISD, up to a maximum of five thousand (\$5,000.00) dollars.
15

16 4. Teachers shall be entitled to mileage reimbursement when driving
17 their own vehicle in execution of their teaching duties, being
18 understood that this does not include driving from home to
19 school. Such driving and reimbursement shall be approved by the
20 Board or its authorized agents, and proper verification shall be
21 submitted to the business office. Reimbursement to be calculated
22 as follows: Reimbursement for approved school district mileage
23 shall be the maximum amount allowed by the IRS which does not
24 have to be reported to the IRS as part of gross income. The
25 reimbursement rate will be adjusted by the Board within 30 days
26 of notification of change in the IRS maximum reimbursement rate.
27

28 5. The Board will pay for extra duty (before and after regular
29 hours) co-op assignments as follows:
30

31 a. All co-op placements shall be approved by the administration.
32

33 b. Coordinators will be paid for those students who have been
34 placed on co-op on or before the 10th of the month.
35

36 c. Reimbursement for extra duty co-op assignments will be an
37 amount equal to \$10.00 per student per month.
38

39 6. LVTEA members will have access to the LISD Section 125 Cafeteria
40 Plan which includes provisions for medical reimbursement and dependent
41 care reimbursement per LISD policies and procedures. Open enrollment
42 for the Section 125 Cafeteria Plan will be made available.
43
44
45
46
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52

LENAWEE INTERMEDIATE SCHOOL DISTRICT
L.V.T.E.A
2010 - 2011 PROFESSIONAL SALARY SCHEDULE

EXP	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	BA/BS +60	BA/BS +75
0	35,892	37,655	39,424	40,775	41,387	42,007
1	37,431	39,237	40,967	42,368	43,004	43,650
2	39,076	40,886	42,569	44,030	44,690	45,359
3	40,794	42,604	44,277	45,795	46,483	47,180
4	42,630	44,440	46,056	47,638	48,352	49,077
5	44,547	46,357	47,954	49,600	50,345	51,101
6	46,603	48,401	49,976	51,697	52,471	53,259
7	48,750	50,585	52,137	53,930	54,740	55,561
8	51,000	52,922	54,443	56,319	57,163	58,020
9	53,405	55,420	56,959	58,922	59,806	60,703
10	56,028	58,097	59,652	61,708	62,635	63,573
11	58,962	60,964	62,530	64,686	65,657	66,641
12			65,620	67,886	68,904	69,938
15			66,334	68,624	69,655	70,698
20			67,878	70,223	71,279	72,346
25			69,478	71,881	72,957	74,053

Mentor Teacher Pay

\$1000.	for mentoring	First Year Probationary Teacher
\$800.	for mentoring	Second Year Probationary Teacher
\$500.	for mentoring	Third Year Probationary Teacher

LENAWEE INTERMEDIATE SCHOOL DISTRICT
L.V.T.E.A
2011 - 2012 PROFESSIONAL SALARY SCHEDULE

EXP	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	BA/BS +60	BA/BS +75
0	35,892	37,655	39,424	40,775	41,387	42,007
1	37,431	39,237	40,967	42,368	43,004	43,650
2	39,076	40,886	42,569	44,030	44,690	45,359
3	40,794	42,604	44,277	45,795	46,483	47,180
4	42,630	44,440	46,056	47,638	48,352	49,077
5	44,547	46,357	47,954	49,600	50,345	51,101
6	46,603	48,401	49,976	51,697	52,471	53,259
7	48,750	50,585	52,137	53,930	54,740	55,561
8	51,000	52,922	54,443	56,319	57,163	58,020
9	53,405	55,420	56,959	58,922	59,806	60,703
10	56,028	58,097	59,652	61,708	62,635	63,573
11	58,962	60,964	62,530	64,686	65,657	66,641
12			65,620	67,886	68,904	69,938
15			66,334	68,624	69,655	70,698
20			67,878	70,223	71,279	72,346
25			69,478	71,881	72,957	74,053

Mentor Teacher Pay

9	\$1000.	for mentoring	First Year Probationary Teacher
10	\$800.	for mentoring	Second Year Probationary Teacher
11	\$500.	for mentoring	Third Year Probationary Teacher

GRIEVANCE # _____ SCHOOL DISTRICT _____

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

14

LEVEL THREE
LVTEA Grievance Form

A. Date Received by Assistant Superintendent or Designee:

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

Signature of Asst.
Superintendent

Date _____

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

Signature of Grievant

Date _____

LEVEL FOUR
LVTEA Grievance Form

A. Date Received by Superintendent:

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

Signature of Superintendent

Date

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

Signature of Grievant

Date

LEVEL FIVE
LVTEA Grievance Form

A. Date Received by Board of Education or Designee:

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

Signature of Board
Rep.

Date

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

Signature of Grievant

Date

LEVEL SIX
LVTEA Grievance Form

A. Date Submitted to State Labor Mediation Board:

B. Disposition of Mediation Board

Signature of Mediator

Date

LEVEL SEVEN
LVTEA Grievance Form

A. Date Submitted to Arbitration:

B. Disposition and Award of Arbitrator

**Signature of
Arbitrator**

Date

STATE OF MICHIGAN
STATE TENURE COMMISSION

TEACHERS' TENURE ACT
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Teachers' Tenure Act
[Act 4 of the Public Acts (Extra Session), 1937]

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

The People of the State of Michigan enact:

Article I.
DEFINITIONS.

MCL 38.71; MSA 15.1971 DEFINITIONS; TEACHER.

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

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

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

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

MCL 38.72; MSA 15.1972 SAME; CERTIFICATED.

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

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

MCL 38.73; MSA 15.1973 SAME; CONTROLLING BOARD.

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

MCL 38.74; MSA 15.1974 SAME; DEMOTE.

Sec. 4. The word "demote" means to reduce compensation for a particular school year by more than an amount equivalent to 3 days' compensation or to transfer to a position carrying a lower salary. However, demote does not include discontinuance of salary pursuant to section 3 of article IV.

MCL 38.75; MSA 15.1975 SAME; SCHOOL YEAR.

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

**Article II.
PROBATIONARY PERIOD.**

MCL 38.81; MSA 15.1981 PROBATIONARY PERIOD; TEACHERS THAT HAVE SERVED ONE SYSTEM THE REQUIRED PERIOD ON EFFECTIVE DATE OF ACT; AUTHORITY OF CONTROLLING BOARD.

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

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

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

least 4 full school years of employment.

MCL 38.82; MSA 15.1982 NUMBER OF YEARS A TEACHER MAY BE REQUIRED TO SERVE; EXTENSION OF PERIOD.

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

MCL 38.83; MSA 15.1983 NOTICE AS TO SATISFACTORINESS OF SERVICES; FAILURE TO SUBMIT STATEMENT, EFFECT; NOTICE OF DISCONTINUANCE OF SERVICE.

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

MCL 38.83a; MSA 15.1983(1) INDIVIDUALIZED DEVELOPMENT PLANS; ANNUAL YEAR-END PERFORMANCE EVALUATIONS; CLASSROOM OBSERVATIONS.

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

individualized development plan.

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

MCL 38.84; MSA 15.1984 SAME; PORTIONS OF ACT INAPPLICABLE.

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

Article III. CONTINUING TENURE.

MCL 38.91; MSA 15.1991 CONTINUING TENURE; IN ADMINISTRATIVE CAPACITY, CONTRACT EFFECT OF FAILURE TO REEMPLOY IN SUCH CAPACITY; EXTRA DUTY FOR EXTRA PAY.

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

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

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

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

period he or she is employed in the public school academy.

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

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

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

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

MCL 38.92; MSA 15.1992 EMPLOYMENT BY ANOTHER CONTROLLING BOARD; MAXIMUM PROBATIONARY PERIOD; OPTION OF BOARD; TIME FOR GIVING NOTICE.

Sec. 2. If a teacher on continuing tenure is employed by

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

MCL 38.93; MSA 15.1993 PERFORMANCE EVALUATIONS OF TENURED TEACHERS.

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

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

**Article IV.
DISCHARGE, DEMOTION OR RETIREMENT.**

MCL 38.101; MSA 15.2001 DISCHARGE OR DEMOTION OF TEACHER ON CONTINUING TENURE; RETIREMENT.

Sec. 1. Except as otherwise provided in section 1a of this article, discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause and only as provided in this act. This act does not prevent any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the public school employees retirement act of 1979, 1980 PA 300, MCL 38.1301 to 38.1408, or, having established a reasonable retirement age policy, from temporarily continuing on a year-to-year basis on criteria equally applied to all teachers the contract of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

MCL 38.101a SAME; TEACHER RIGHTS SUBJECT TO MCL 380.1230d and 380.1535a.

Sec. 1a. The rights of a teacher on continuing tenure under this article are subject to sections 1230d(4) and 1535a(4) and (5) of the revised school code, 1976 PA 451, MCL 380.1230d and 380.1535a. For the purposes of this article, a conviction of a violation of section 1230d of the revised school code, 1976 PA 451, MCL 380.1230d, or a violation of 1 of the crimes listed in section 1535a(1) of the revised school code, 1976 PA 451, MCL 380.1535a, is considered to be reasonably and adversely related to the ability of the person to serve in an elementary or secondary school and is sufficient grounds to support the discharge or demotion of a teacher on continuing tenure.

MCL 38.102; MSA 15.2002 SAME; WRITTEN CHARGES; SIGNATURES, PROFESSIONAL SERVICES; FURNISHING OF STATEMENT; HEARING.

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

MCL 38.103; MSA 15.2003 SAME; SUSPENSION, COMPENSATION.

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

- (a) The teacher fails to contest the decision to proceed upon the charges within the time period specified in section 4(1) of this article.
- (b) A preliminary decision and order discharging or demoting the teacher is issued by the administrative law judge under section 4(5)(i) of this article.
- (c) If the preliminary decision and order is to reinstate the teacher, a final decision and order is rendered by the tenure commission under section 4(5)(m) of this article.

(2) If a teacher is suspended as described in subsection (1), the teacher's salary shall continue during the suspension. However, if the teacher is convicted of a felony that is not a listed offense or of a misdemeanor that is a listed offense, the controlling board may discontinue the teacher's salary effective upon the date of the conviction. If the teacher is convicted of a felony that is a listed offense, the controlling board shall discontinue the teacher's salary effective upon the date of conviction. As used in this subsection, "listed offense" means that term as defined in section 2 of the sex offenders registration act, 1994 PA 295, MCL 28.722.

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

MCL 38.104; MSA 15.2004 SAME; HEARING, DECISION, POWERS OF BOARD.

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

(2) An administrative law judge described in subsection (3) shall furnish to each party without undue delay a notice of

hearing fixing the date and place of the hearing. The hearing date shall not be less than 10 days after the date the notice of hearing is furnished and shall not be more than 60 days after service of the controlling board's answer unless the tenure commission grants a delay for good cause shown by the teacher or controlling board.

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

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

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

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

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

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

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

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

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

requiring compliance. Failure to obey such an order of the court may be punished by the court as contempt.

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

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

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

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

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

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

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

from the hearing. The tenure commission shall issue its final decision and order not later than 60 days after the exceptions are filed.

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

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

MCL 38.104a; MSA 15.2004(1) CHILD OR DEVELOPMENTALLY DISABLED WITNESSES AT HEARINGS HELD PURSUANT TO THIS ARTICLE; TESTIMONY OF SEXUAL, PHYSICAL, OR PSYCHOLOGICAL ABUSE; APPLICATION AND EFFECTIVE DATE.

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

(a) "Developmental disability" means that term as defined in section 100a of the mental health code, 1974 PA 258, MCL 330.1100a except that, for the purposes of implementing this section, developmental disability includes only a condition that is attributable to a mental impairment or to a combination of mental and physical impairments, and does not include a condition attributable to a physical impairment unaccompanied by a mental impairment.

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

- (i) A person under 16 years of age.
- (ii) A person 16 years of age or older with a developmental disability.

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

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

(4) A witness who is called upon to testify shall be permitted to have a support person sit with, accompany, or be in

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

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

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

MCL 38.105; MSA 15.2005 NECESSARY REDUCTION IN PERSONNEL, REAPPOINTMENT, FIRST VACANCY.

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

**Article V.
RESIGNATION AND LEAVE OF ABSENCE.**

**MCL 38.111; MSA 15.2011 RESIGNATION AND LEAVE OF ABSENCE;
TEACHER'S DUTIES, NOTICE.**

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

MCL 38.112; MSA 15.2012 LEAVE OF ABSENCE; REQUEST; AUTHORITY OF BOARD TO GRANT WITHOUT REQUEST; HEARING RELATIVE TO PHYSICAL OR MENTAL DISABILITY.

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

**Article VI.
RIGHT TO APPEAL.**

MCL 38.121; MSA 15.2021 APPEAL; HEARING, NOTICE.

Sec. 1. A teacher who has achieved continuing tenure status may appeal to the tenure commission any decision of a controlling board under this act, other than a decision governed by article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The tenure commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in article 4 and in rules promulgated by the tenure commission.

**Article VII.
STATE TENURE COMMISSION.**

MCL 38.131; MSA 15.2031 STATE TENURE COMMISSION; CREATION, MEMBERS, EX OFFICIO SECRETARY; LEGAL ADVISOR.

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

MCL 38.132; MSA 15.2032 SAME; TERMS, VACANCY.

Sec. 2. Within 30 days after the effective date of this act, the governor shall appoint the members of the tenure commission

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

MCL 38.133; MSA 15.2033 SAME; GEOGRAPHICAL QUALIFICATIONS OF MEMBERS.

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

MCL 38.134; MSA 15.2034 SAME; QUALIFICATION OF TEACHER MEMBER.

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

MCL 38.135; MSA 15.2035 SAME; TEACHER MEMBER'S STATUS WITH CONTROLLING BOARD.

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

MCL 38.136; MSA 15.2036 SAME; MEETINGS.

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

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

MCL 38.137; MSA 15.2037 SAME; POWER TO ENFORCE ACT.

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

MCL 38.138; MSA 15.2038 SAME; TENURE COMMISSION; COMPENSATION AND EXPENSES.

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

MCL 38.139; MSA 15.2039 SAME; DUTY TO ACT AS BOARD OF REVIEW; RECORDS.

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

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

MCL 38.140; MSA 15.2040 SAME; FIRST MEETING, ELECTION OF CHAIRMAN AND SECRETARY, RULES AND REGULATIONS.

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

MCL 38.141; MSA 15.2041 (REPEALED. P.A. 1965, NO. 8, SEC. 2, IMD. EFF. APRIL 8. THIS SECTION PROVIDED TWO-YEAR APPROPRIATION FOR EXPENSES OF THE TENURE COMMISSION.)

Article VIII. DISTRICTS.

MCL 38.151; MSA 15.2051(1) TEACHER'S TENURE ACT, APPLICATION.

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

MCL 38.152 (REPEALED BY PUB ACTS 1964, NO. 2 EFF. AUGUST 28. SECTION PROVIDED THAT SCHOOL DISTRICT BOARD SHALL NOTIFY THE SUPERINTENDENT OF PUBLIC INSTRUCTION OF THE RESULTS OF THE ELECTION.)

Article IX. PENALTY.

MCL 38.161; MSA 15.2052 VIOLATION OF ACT; PENALTY.

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

**Article X.
INCONSISTENT ACTS.**

MCL 38.171; MSA 15.2053 (REPEALED BY PUB ACTS 1947, NO. 129, EFF. OCTOBER 11. THIS WAS A REPEAL SECTION.)

MCL 38.172; MSA 15.2054 TEACHERS; WAIVER OF RIGHTS IN CONTRACTS PROHIBITED.

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

**Article XI.
SEVERING CLAUSE.**

MCL 38.181; MSA 15.2055 (REPEALED BY PUB ACTS 1945, NO. 267, IMD. EFF. MAY 25. THIS WAS A SEVERING CLAUSE SECTION.)

**Article XII.
EFFECTIVE DATE.**

MCL 38.191; MSA 15.2056 EFFECTIVE DATE.

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

