

# AGREEMENT

Between the

Lawrence Public Schools

And the

VBCEA/Lawrence Education Association, MEA-NEA

2008-2011

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## AGREEMENT

This agreement is entered into this 12th day of January, 2009, between the Board of Education of Lawrence Public Schools, Van Buren County, hereinafter called the "Board," and the Van Buren County Education Association/Lawrence Education Association, MEA-NEA, hereinafter called the "Association."

## ARTICLE I

### BOARD RIGHTS AND RESPONSIBILITIES

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must therefore be subject to the Michigan school laws and all other applicable laws and regulations.

## ARTICLE II

### MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities;
2. to hire all employees and, subject to the provisions of law, to determine their qualification or their dismissal;
3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board its rights, responsibilities, and authority under the Michigan general laws or any other national, state or county or district laws or regulations as they pertain to education.

## ARTICLE III

### RECOGNITION

- A. Pursuant to Section II of Act 336, Public Acts of 1965 as amended, the Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for all elementary and secondary teachers who are certified and regularly employed by the Board full-time throughout the school year as certified teachers, special education teachers, guidance counselors, librarians, and certified teachers regularly employed on a part-time basis (defined as at least ten (10) clock hours per week) for elementary teachers and at least two (2) teaching periods per day, five days per week, for secondary teachers); but excluding all support personnel, administrative, supervisory, and non-supervisory staff, substitute teachers, non-regularly employed part-time teachers, and all other employees.

“Certified teachers” for the purposes of this article shall be defined to include non-certified non-endorsed classroom teaching personnel as defined in section 1233b of 1990 public act No. 25 (MCLA 380.1233b).

It is further agreed that contracted temporary replacement teachers employed by the Board thirty (30) or more consecutive work days are included in the bargaining unit described herein. Furthermore, the rights extended to temporary replacement teachers herein shall become effective when said teachers become bargaining unit members, and shall not be made retroactive to their date of hire unless expressly provided herein.



- B. The Board and the Association specifically intend that membership in the Association shall not be a condition of employment, nor used as a point of discrimination in the rights, benefits, or obligations under this agreement.
- C. The term “certified” as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under the requirements of Act 287 of Public Acts of 1964 as amended.
- D.
  - 1. The term “teacher” shall refer to all employees represented by the Association, except where “temporary replacement teachers” (who are also represented by the Association) are referred to separately from other “teachers”. In such instances, the term “teacher” refers to all bargaining unit members other than “temporary replacement teachers.”
  - 2. All references made in the masculine gender shall include feminine.

## ARTICLE IV

### ORGANIZATION

- A. Members of the Association who are employed by the Board shall have the right to use school buildings for professional activities with prior approval from the administration Monday through Friday until 11:00 p.m. Any additional costs incurred by the Board due to such use shall be borne by the Association. It is expressly understood that such use shall in no way interfere with any school program or activity. Such use shall not be during the teachers' work day.
- B. The Association has the right to call regular meetings, if required, of its membership immediately following student dismissal on the Thursday following the regular Board meeting during the school year. It is agreed that if called, such meetings shall take priority over any meetings called by the Board or its representatives for those same times, provided that such meetings shall not interfere with any normal school function. The principal will designate the location of the meeting within the building.
- C. The Association has the right to information to carry on collective bargaining and to process grievances. The Board will furnish all such public information and minutes of the Board meetings will be furnished to the Association upon written request. One letter from the Association requesting such at the beginning of each school year will cover all Board meeting minutes for the duration of that school year. The Board has the right to require the Association to specify the information desired and to give the purpose for which it is desired. This requirement is to be done in writing.

## ARTICLE V

### PROFESSIONAL COMPENSATION

- A. The salary schedule is based upon the normal teaching load, as hereinafter defined. For required work over and above the normal teaching load, the teacher shall be entitled to and shall receive appropriate professional compensation as defined in the Salary Schedule B.
- B. The salary schedule is printed in Appendix A and is based on the number of days worked as defined in Appendix C.
- C. Duty Days/Hours: One hundred eighty (180) teacher duty days, effective 2005-2006. Each year the Board will schedule the minimum number of full student instruction days necessary to qualify for receipt of maximum State Aid payments for which the district may be eligible, and the remainder of the one hundred eighty (180) duty days will be scheduled by the Board as professional development days, parent-teacher conference days, orientation days or for such other purposes as the Board may determine to be appropriate.

The Board also reserves the right to schedule additional minutes of daily student instruction time if necessary to meet the requirements to qualify for receipt of maximum State Aid payments for which the district may be eligible.

## ARTICLE VI

### TEACHING HOURS

A. The teachers' normal teaching hours in the elementary and secondary school shall be as follows:

1. Teachers check in no later than ten minutes prior to the start of the school day.
2. Teachers at assigned place of duty not later than five minutes prior to the start of student instruction.
3. Unless permission is granted by the principal, teachers shall leave school no earlier than 20 minutes after students' release.
4. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester but shall in no event be longer than the foregoing.

B. The parties recognize the principle of a normal forty (40) hour work week. It is mutually recognized by the parties that the principle of the forty (40) hour work week cannot be interpreted literally. However, the Board will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such a normal work week.

It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality of educational program practicable for every student in the school district. This includes the following:

1. Careful daily preparation
2. Attendance at staff meetings

3. Teachers are required to attend parent-teacher conferences and Open House\*
4. Participation in the following activities is encouraged, but remains voluntary:  
Graduation, public performances of children in plays, concerts, athletic events, or other extracurricular activities.

\*Absences from these events, for reasons other than school events, will require the teacher to make up the required time missed after scheduled school hours. Teachers need to schedule the make-up time with the building administrator.

- C. The Administration will establish a schedule of monthly staff meetings, one (1) per month, by the opening of school. Said schedule may be adjusted by the principal provided at least two (2) weeks prior notice is given. Attendance at such meetings is mandatory and teachers are obligated to remain until the meeting is adjourned. Additional staff meetings may be called, but attendance by the teacher shall not normally be mandatory for more than one (1) hour per week but not to exceed one (1) hour in any one (1) day. The principal shall notify the teacher no later than 12:00 noon of the day on which the special meeting is called.

## ARTICLE VII

### IN-SERVICE TRAINING

The parties recognize that in our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading of and up-dating of teacher performance and attitudes.

- A. The Board and/or Administration shall arrange after school courses, workshops, conferences, and programs designed to improve the quality of instruction. The teachers and the Board will mutually determine what activities are applicable and worthwhile. Attendance will be required by those involved. However, the Board will make the final determination after full consideration of the availability of funds to finance such activities.

## ARTICLE VIII

### TEACHING LOADS AND ASSIGNMENTS

#### A. SECONDARY TEACHERS:

The normal weekly teaching load in the senior high school and junior high school will be determined according to the schedule as set each year by the administration and board which will include five (5) unassigned preparation periods.

Length of periods shall be as determined by the Administration and a minimum of fifty (50) minutes daily of preparation.

#### ELEMENTARY TEACHERS:

The normal daily teaching load in the elementary school will be as in Article VI A. one and three.

Elementary teachers shall receive sixty (60) minutes per week of planning time during the periods of physical education and art. Such planning time shall be for the duration of the collective bargaining agreement. If both art and physical education are dropped, the teacher will be provided with sixty (60) minutes per week of planning time. This will be implemented by adding twelve (12) minutes to the shortest recess. If either art or gym is dropped, six (6) minutes will be added to the shortest recess. Elementary teachers have the option of alternating lunchroom duty.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside

the scope of their teaching certificates in grade K-8 or their major or minor field of study in grades 9-12.

- C. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without two (2) weeks prior notice of same and giving the teacher an opportunity to discuss the impending change(s). Prior notice shall consist of notifying the teacher either by talking with the teacher in person, by telephone, or by letter, return receipt requested when necessary. All transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the Board will not change a grade assignment or subject assignment without two (2) weeks prior notice of same and giving the teacher an opportunity to discuss the impending change(s). Ultimately, the final decision rests with the Board.
- D. If changes in grade assignment or subject assignment occur during the school year, final determination will be made by the Board and/or Administration after consultation with the Association. The superintendent shall notify the president of the Association in writing. The Board will not, in any case, change a grade assignment or subject assignment without two (2) weeks prior notice of same and giving the teacher an opportunity to discuss the impending change(s). Prior notice shall consist of notifying the teacher in writing. Ultimately, the final decision rests with the Board.



- E. It is expressly understood and agreed to by the parties that sections C and D herein shall not apply to temporary replacement teachers.
- F. Any teacher asked to substitute during his/her preparation time shall be compensated on a pro-rata basis based on an hourly rate of twenty dollars (\$20.00) per hour. For elementary teachers, this provision shall apply only to instances where the teacher must cover a class due to the absence of a "specials class" teacher (vocal music, physical education).

ARTICLE IX

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board of Education recognizes the need for the control of class size and will try to limit the number of students per class as listed below. If the said number for grades 1-12 are exceeded, every effort will be made to hire permanent teacher aides upon the recommendation of the teacher or teachers involved and the building principal. However, criteria for teacher aide needs in grades 1 - 12 should not be determined by class size alone, as the Board and Administration realize that from time to time unique teaching situations which may not hinge entirely on class size may arise requiring the services of an aide. In the event that the class size in kindergarten should exceed twenty-five (25) students, a full-time aide will be assigned to the kindergarten teacher. The aide may be re-assigned from existing aides.

1. Elementary School

- |    |                    |           |
|----|--------------------|-----------|
| a. | Kindergarten       | 25 pupils |
| b. | Grades 1 - 2 - 3   | 25 pupils |
| c. | Grades 4 - 5 - 6   | 25 pupils |
| d. | Combination rooms: |           |
|    | (1) Grades 1-2-3   | 25 pupils |
|    | (2) Grades 4-5-6   | 25 pupils |

2. Secondary School (Junior and Senior High)

a.	English	
	(1) senior speech	20 pupils
	(2) all others	30 pupils
b.	social studies	35 pupils
c.	mathematics	35 pupils
d.	science	
	(3) biology	25 pupils
	(4) physics	24 pupils
	(5) chemistry	26 pupils
	(6) all others	35 pupils
e.	language	30 pupils
f.	business	35 pupils
g.	typing	25 pupils
h.	industrial arts	
	(1) auto mechanics	15 pupils
	(2) all others	20 pupils
i.	drafting	25 pupils
j.	home economics	24 pupils
k.	music	
	(1) choir	35 pupils
	(2) band	50-60 pupils
	(3) jr. high choir	30 pupils
l.	art	24 pupils
m.	health education	45 pupils
n.	physical education	45 pupils
o.	library-facilities may be used according to the written policy of the librarian.	

- B. When combination classrooms are created, the teacher who will be assigned to such classroom will be consulted with respect to the students for that class. Such selection will be made with the goal of insuring as much homogeneity in terms of educational development as possible. No combination rooms shall be created unless absolutely necessary.
- C. The Board shall furnish without charge, upon demonstration of need, suitable protective clothing to those teachers who are teaching in subject areas where the hazard to clothing is above normal. Such clothing shall be used only for school activity purposes.

- D. The Board recognizes that appropriate texts, library references, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials constitute many of the important tools of the teaching profession.
- The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board and/or superintendent will promptly implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- E. The Board recognizes the importance of increasing the educational experiences of children through the use of field trips, as needed and approved.
- F. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- G. The Board shall make available adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one (1) room in each of the elementary and secondary buildings, appropriately furnished and maintained, which shall be reserved for use as a faculty lounge.
- H. Telephone facilities shall be made available to teachers for their use. All toll calls are to be verified by the Administration.
- I. Adequate parking facilities shall be made available to teachers for their exclusive use.
- J. No solicitation of funds for charitable or any other purposes by any organization shall be conducted on school premises during school hours, unless approved by the superintendent.
- K. The high school principal shall assign a total of three (3) teachers to stations and hall patrol each noon on a rotating basis.

- L. Teachers may attend conferences, workshops and clinics upon the Superintendent's or designee's approval. The Board will pay for expenses incurred while attending these activities if they are approved by the Board in advance.
- M. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction, discipline, or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- N. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes reprimands, suspensions with or without pay, discharges, or other actions of disciplinary nature. Any such discipline shall be subject to the grievance procedure. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
- O. A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:
1. Verbal reprimand with written confirmation
  2. Written reprimand, then
  - 3 One day suspension without pay, then
  4. Three days suspension without pay, then
  5. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The

parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

- P. Teachers shall be informed of a process they shall use to report unavailability for work before 6:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to verify a substitute teacher has been assigned for class coverage.

## ARTICLE X

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. When a professional position must be filled by the Board, including administrative level positions, but excluding the superintendency, that need will be publicized within the school system by a written notice to the president of the Association. Each notification shall specify in detail the position to be filled and the qualifications (including educational requirements and experience) desirable, of candidates for that position.
- B. When the Board determines that such vacancy exists, notice of the vacancy shall be posted for five (5) working days or ten (10) calendar days when school is not in session. If the teacher desires to apply for that position, he must do so within the posting period. His application must be forwarded and received by his building principal or such administrative official as the notice might specify.
- C. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Such application will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed each year by the end of the school year.

Except in cases of unforeseen circumstances during times when school is not in session, but only after the Association and all teachers who have applied for the position have been notified by telephone or by letter (return receipt requested), such vacancy will not be filled until the posting period as described above has elapsed.

In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been in the school system. The decision of the Board as to the filling of such vacancies shall, however, be final.

In filling promotional vacancies to administrative position, the Board shall consider the professional qualification, background, attainments, and service in the school district of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the administrative level and the filling of a newly created administrative position is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

- D. Request for building transfers shall be submitted to the Board's representative in writing. The Board's representative shall, after receipt of such written request from a teacher, make a decision and advise the teacher of it in writing within thirty (30) days of receipt of such written notice. Involuntary transfers shall not be made in a capricious manner.
- E. It is hereby agreed that this article only applies to teachers and does not apply to temporary replacement teachers.



## ARTICLE XI

### LEAVE PAY

- A. All teachers absent from duty because of personal illness, physical disability, or injury, shall be allowed full pay for a total of ten (10) days absence in any school year. In the event a teacher has depleted his present accumulated sick leave, he may, upon request, borrow a maximum of ten (10) days on his sick leave policy for the following year. Said borrowed sick leave shall be deducted from final pay in the event the teacher leaves the system before days have been re-accumulated.

However, temporary replacement teachers shall earn one (1) paid sick day per month of continuous employment, accumulative to no more than ten (10) days per year. Furthermore, temporary replacement teachers may not borrow sick days from anticipated accumulations.

- B. Each teacher shall be entitled to an accumulation of the unused portion of each year's sick leave which shall be available to him for future years. Sick leave may be accumulated to a total of one hundred eighty (180) days. At the end of the school year, prior to June 1, teachers who have accumulated between one hundred seventy-one (171) sick days and one hundred eighty (180) sick days may donate 10 days towards the sick bank. The teacher shall notify the business office, in writing, of their intent to donate 10 days to the sick bank. Failure to notify the business office prior to June 1 will result in that teacher not being able to donate to the sick bank for the upcoming year. No mid-year additions will be accepted.

A temporary replacement teacher may carry over his accumulated sick days earned from year to year only in the event that said teacher is continued as a regular teacher. Employment must be continuous and must be converted to regular status in order to have any accumulation.

- C. Each teacher shall present a signed statement, if requested by the Administration, indicating the reason for each absence, such statement to be filed in the principal's office. The principal may request a physician's statement for an absence of three (3) or more day's duration.
- D. Any teacher who willfully violates or misuses this sick leave policy, or who misrepresents any statement or condition under said policy, is subject to disciplinary action.
- E. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary, to the extent, and until such time, as said teacher shall have used up any sick leave as provided herein. The difference, as stated above, shall be calculated on the monetary value of the accumulated sick leave. Example: Worker's Compensation two-thirds ( $\frac{2}{3}$ ) plus sick leave one-third ( $\frac{1}{3}$ ) payment. One-third ( $\frac{1}{3}$ ) sick leave payment is equal to one-third ( $\frac{1}{3}$ ) of a sick leave day
- F. A partial day's absence for less than half a day shall be counted as a half day's absence. An absence which is more than a half day, but less than a full day, shall be charged as a full day. Absences of less than one (1) hour need not be counted, if approved by the building principal. A half day's absence will be charged for a teacher missing more than one hour and less than three and one-half ( $3 \frac{1}{2}$ ) hours. A full day shall be charged for absences of more than three and one-half ( $3 \frac{1}{2}$ ) hours.

## ARTICLE XII

### SICK BANK

- A. Each teacher shall be a member of the sick bank. Unused days shall be carried over from year to year. During the year that the sick bank becomes depleted, each teacher shall contribute two (2) days from his accumulated sick days. The number of sick bank days a teacher may use shall be limited to whichever is least of either sixty (60) work days per illness or disability, as defined by the Long Term Disability Policy, or the number of days necessary to qualify the teacher for LTD, if such a bank did not exist.
- B. Sick bank days can only be used for personal catastrophic illness or injury. Factors to be considered shall include the degree of seriousness of the illness/disability, the anticipated duration of absence from duty, whether the employee could reasonably have scheduled surgery/treatments for the illness/disability to occur outside of the duty year, whether the employee has other alternative sources of compensation available during the anticipated absence and such other factors as the panel described in Section F below shall deem appropriate in any particular case. The panel shall issue a written statement of their decision and rationale in each case.
- C. Teachers may, upon application, utilize sick bank days following the depletion of their personal accumulated sick days for catastrophic illness or injury only. Maternity leave is not considered a catastrophic illness.
- D. It is agreed that a teacher is not entitled to utilize sick bank days until said teacher has fulfilled a disqualification period of two (2) work days. Upon the third consecutive work day the teacher is entitled to all days retroactive to the beginning of the disqualification period.

- E. The Board shall furnish the Association with an annual report on the status of the sick bank.
- F. A panel composed of three Association representatives (appointed by the Association) and two administration representatives (appointed by the superintendent) shall be established to administer the sick bank. This panel shall create an application form to request the use of sick bank days. Any teacher wishing to apply for days from the sick bank must complete this application. This completed application must be submitted to the sick bank panel for approval prior to use of sick bank days.
- G. All decisions of the above panel as to whether to grant applications for use of sick leave bank days shall be final and binding and shall not be subject to the grievance procedure.

ARTICLE XIII  
LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI and XII may be granted a leave without pay, as provided by the Michigan Tenure Act.
- B. Leaves of absence with pay, chargeable against the teacher's allowance for sick leave, shall be granted for the following reasons:
1. A maximum of fifteen (15) days per school year for a critical illness of the following members of the teacher's immediate family: father, mother, brother, sister, grandparents, grandchildren, spouse, children, and in-laws.
  2. One (1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
  3. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.
  4. A maximum of five (5) days per school year for each death of the following members of the teacher's immediate family: father, mother, spouse, children, brother, sister, grandparents, grandchildren, and in-laws. Additional days from sick leave may be granted as needed, i.e., travel.
  5. Sick leave shall not run concurrent with FMLA leave unless requested by the teacher.
- C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. The leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowance for reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work, providing that the teacher cooperates with the Administration in seeking to be excused from such service.

2. Court appearance as a witness in any case connected with the teacher's employment, or the school, whenever the teacher is subpoenaed to attend any proceeding, less witness fees, provided such appearance is on behalf of the district.
3. Superintendent or designee approved visitation at other schools, or for attending conferences or conventions, including the Michigan Education Association Conferences.
4. Time necessary to take the selective service physical examination.
5. Time necessary, up to a total of five (5) teacher days per school year, shall be allowed for appropriate Association representatives to attend Michigan and/or National Education Association activities as recommended by the Association and approved by the superintendent, the maximum to be limited to two (2) representatives at any one time.
6. Two (2) days per year are granted for use as personal business days to each teacher and may be accumulated from year to year to a total of three (3) personal business days. Any unused personal business days in excess of the three (3) accumulated personal business days will automatically be added to and become part of said teacher's accumulated sick leave. Personal business day use shall not exceed three (3) days per year.

Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.

An application for a personal business leave shall be submitted at least one (1) week in advance, except in the event of an emergency when a shorter notice will be accepted and the reason will be given. Requests for personal business leave for the days preceding or following a holiday or vacation shall only be granted with approval from the superintendent for emergency or extenuating circumstances.

Temporary replacement teachers shall receive personal business days on a prorated basis at the rate of one (1) day per semester of work.

7. One (1) day per year may be used as a professional business day if approved by the building principal. An application, stating date, destination and purpose shall be submitted at least one (1) week in advance for review by the building's principal. Such a professional business day shall be used for teaching improvement, such as interschool visitation, seminars, etc. Each teacher shall make a report to the principal after such a professional day. Professional business days may not be applied to either sick leaves or personal business days.

It is expressly understood that this subsection does not apply to temporary replacement teachers.

Teachers may apply to use a professional business day on a day when staff are not scheduled for duty, and if such a day is duly approved by the building principal, the teacher will be paid a stipend equal to the current daily rate being paid by the school district for per diem substitute teachers.

- D. Leaves of absence without pay, not to exceed one (1) year and subject to renewal at the will of the Board, may be granted upon application for the following purposes:
1. Study related to the teacher's licensed field.
  2. Study to meet eligibility requirement for a license other than that held by a teacher.
  3. Study, research, or special teaching assignment involving probable advantage to the school system.
  4. To prevent the layoff of another member of the teaching staff; provided, however that the decision to grant or deny such leave requests, as well as the determination of the beginning and ending dates of such leaves, shall be by mutual agreement of the Board, the Association, and the applicant. Absent such mutual agreement, no leave shall be granted. Provided, further, that no employee on such leave of absence shall be entitled to return to active duty prior to the established expiration date of the leave unless the Board shall expressly approve such request.

The regular salary increment occurring during such period shall be allowed for leaves granted under subsections 1 - 3.

- E. A teacher absent from work because of mumps, scarlet fever, measles, pink eye, head lice, or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave. Final determination of compensation for absences due to the above illnesses will be made by the Board.
- F. The Board shall grant to any teacher, upon request, a leave of absence without pay for the

purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. It is understood that a teacher may use paid sick days in place of unpaid leave days. If paid sick days are used, the time shall not run concurrently with FMLA.

The leave shall be extended up to a period of one (1) year upon written request by the teacher. Upon return, a teacher shall be assigned to the same or similar position. Further extensions may be granted at the will of the Board.

The application for such leave shall be received by the superintendent approximately sixty (60) calendar days prior to the effective date of such leave.

A teacher on leave under the above conditions, wishing to return to duty, shall file a written request with the superintendent approximately twenty-five (25) calendar days prior to the date she wishes to return to teaching, or prior to the end of the leave. Leaves for adoption of a child shall begin at a mutually agreed upon time between the Board and teacher.

If a teacher does not comply with all of the above conditions, the right to such leave and/or the right to return may be denied by the Board.

- G. Leave of absence without pay may be granted up to one (1) year to any teacher who joins the Peace Corps as a full-time participant in such program. Upon return, the teacher shall be granted his/her original position. If his/her original position no longer exists due to budge



cuts and a similar position is not available, Article XVIII (Reduction in Personnel) shall be implemented. Sixty (60) day notice is required to return to the original position. For short term leaves the 60-day notice shall not apply.

H. The Board may grant a leave of absence without pay to any teacher, to campaign for, or serve in, a public office. Upon return, the teacher shall be granted his/her original position. If his/her original position no longer exists due to budget cuts and a similar position is not available, Article XVIII (Reduction in Personnel) shall be implemented. Sixty (60) day notice is required to return to the original position. For short term leaves the 60-day notice shall not apply.

I. It is expressly understood that Sections D, E, F, G, and H of this Article apply only to regular teachers, and, therefore, do not apply to temporary replacement teachers.

J. To the extent required by the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA), an eligible bargaining unit employee shall be granted leave for the purposes and subject to the terms and conditions as provided by the Family and Medical Leave Act of 1993 (FMLA) in all respects.

K. MILITARY LEAVE LANGUAGE

A paid leave of absence shall be granted to any employee who is (1) called up to active duty or (2) drafted for military duty in any branch of the Armed Forces or Coast Guard of the United States. The leave of absence shall be automatic; however, the employee shall provide as much notice as possible.

employee shall notify his/her immediate supervisor of these training dates no later than the workday prior to the training date. Salary is to be computed in the same manner as calculated under the heading Compensation and Benefits – Item 1.

Additional rights

The rights above shall be considered to be in addition to any other rights provided by law.

## ARTICLE XIV

### TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right, upon request, to review the contents of his personnel file. All materials shall be made available for inspection. A representative of the Association may be requested to accompany the teacher in such review.
- C. EVALUATIONS:
1. Probationary teachers will be evaluated in writing a minimum of three (3) times each school year by their principal. All three (3) written reports are to be reviewed and signed by the principal and the teacher. Each written report should include at least one (1) classroom observation conducted prior to the completion of the report.  
  
Due dates for completed reports are as follows:  
  
October 20 - First evaluation report for probationary teachers  
January 16 - Second evaluation report for probationary teachers  
March 20 - Third evaluation report for probationary teachers
  2. Tenured teachers will be evaluated in writing a minimum of once every two (2) years, with such evaluation due not later than March. Each written report should include at least two (2) classroom observations conducted prior to the completion of the report. All such evaluations shall be reviewed and signed by the principal and the teacher.
  3. Evaluations and individualized development plans for teachers will be prepared by the Administration in compliance with the requirements of the Michigan Teachers Tenure Act. Provided, however, that alleged violations of such requirements may not be the basis of any grievance under the grievance procedure of this collective bargaining contract.

- D. 1. A tenure teacher will be assigned to each probationary teacher as a mentor in September of each school year, with the tenure teacher's permission, the assignment to be made by the building principal. The tenure teacher may serve more than one (1) probationary teacher. Each mentor will be provided with up to eight (8) hours of release time to fulfill the duties of a mentor. Written reports on mentor/mentee meetings must be filed with the building principal within one week of a mentoring visit.
2. The tenure teacher is to guide and advise the probationary teacher in conjunction with the principals. The tenure teacher will not attend the evaluation sessions between the teacher and the principal. However, upon written request of the probationary or assigned tenure teacher or the building principal, a review committee shall be called. The review committee shall consist of the superintendent, the building principal, assigned tenure teacher, one (1) additional tenure teacher to be appointed by the Association's Executive Committee, and probationary teacher involved. After the meeting, each member of the committee shall make a written evaluation and these shall be placed in the personnel file of the probationary teacher with the evaluation of the principal, such meetings to be of an informational nature with no decisions being made.
- E. In the event that the tenure teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All objections must be submitted no later than ten (10) calendar days after the end of each observation and evaluation period as defined above.
1. Upon request of the teacher, the Association's designated representative will have the right to a hearing with the teacher and the Administration in the case of a conflict.
- F. It is understood that this article will only apply to a temporary replacement teacher in the event that said teacher's appointment exceeds ninety (90) school days.

## ARTICLE XV

### PROTECTION OF TEACHERS

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such attention as is required. In the event of a disagreement, the teacher may appeal the decision to the superintendent.
- B. Any case of assault upon a teacher which has its inception in a school centered problem shall be promptly reported to the Board or its designated representative. A copy of the notification shall also be given to the teacher and the Association president shall be notified that an incident has occurred. If the assault was by a pupil(s), the Administration shall promptly investigate the matter and within two (2) weeks, when possible, determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. The Association president shall be notified when the incident was addressed and/or resolved. If the assault is by an adult who is not a pupil the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board shall determine that the teacher has acted within the scope of written board policy, the Board shall provide legal counsel to the teacher to advise him of his rights

in the given incident (it being expressly understood that this advice shall not include trial preparation).

While the Board's obligation does not include trial preparation, the Board may in its discretion, carry the expense of a trial. It is the policy of the Board to back teachers who show use of good judgment in handling student discipline problems.

- C. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of negligence.
- D. The Board shall make an actual cost value reimbursement when a teacher, properly engaged in school activities, and at the location of such activities, suffers loss, damage, or destruction of the following:
  - 1. Clothing and eye glasses, if through student altercation or accident caused through student carelessness or intentional action, provided the teacher is dressed appropriately for the activity and takes proper precautions. Maximum liability per loss is not to exceed two hundred dollars (\$200.00).
  - 2. Personal property used for the benefit of the students, will be covered only when written permission is given to bring said personal property into the school. Estimated value, reason for its use, and time of duration will be stated on an authorization report issued by the principal of the school involved. It is the responsibility of the teacher to request and secure a written authorization report signed by the building principal prior to the use of personal items.
  - 3. Vandalism to automobiles, motor bikes and bicycles which is not covered by the teacher's personal insurance will be covered to a maximum board contribution of five hundred dollars (\$500), computed as follows: the Board will reimburse the first one hundred dollars (\$100) of loss, plus one-half ( $\frac{1}{2}$ ) of any loss in excess of one hundred dollars (\$100), up to the maximum Board contribution of five hundred dollars (\$500).

The teacher shall submit to the superintendent in writing, proof of loss, and a request for reimbursement, specifying the item involved and its value and the circumstances leading to its loss, damage, or destruction. Any loss, damage, or destruction involving less than five dollars (\$5.00) worth of clothing, property or automobile will be considered incidental and no reimbursement will be made.

Classes or student groups will be reimbursed for the cost of stolen property when it is stored in the area designated by the school for not more than five (5) calendar days and evidence of forced entry exists. The building principal will distribute the key to the appropriate class advisor, who will have sole responsibility for the key until it is returned to the building principal.

- E. If a written complaint is made against or about a teacher by students or other persons, the teacher shall be promptly advised with a written signed statement by the proper administrative representative of the Board. All details of the complaint shall be enumerated in that statement. No verbal complaints will be honored.

## ARTICLE XVI

### GRIEVANCE PROCEDURES

- A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative within ten (10) work days of its alleged occurrence, or reasonable knowledge thereof. All timelines in the grievance procedure shall be based on the date of the alleged occurrence or reasonable knowledge of the alleged occurrence. All days referenced are to be work days, unless specifically stated as calendar days.

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

1. The failure to re-employ any probationary teacher.
2. The failure of the sick bank panel to approve an application for use of sick bank days (see Article XII).
3. Any matter pertaining to teacher evaluation. The content of the evaluation is not grievable; however, the evaluation procedure is grievable.
4. The termination of, or failure to rehire a teacher to an extra-curricular position.
5. The failure to rehire or extend a contract of a temporary replacement teacher shall not be subject to the grievance procedure. It is further understood that any matter pertaining to the termination of a temporary replacement teacher shall not be subject to the grievance procedure if said termination occurs between the 100<sup>th</sup> and 120<sup>th</sup> work day of said teacher's appointment.

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



- B. The Board hereby designates the principal in each school building as its representative at Level One and the superintendent or his designated representative to act at Level Two, as herein after described.
- C. The term “days” as used in this article shall mean “teacher work days,” during the school year, and Monday through Friday (excluding legal holidays), during summer break. Snow days are not deemed to be “teacher work days.”
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  3. It shall cite the section or subsections of this contract alleged to have been violated.
  4. It shall contain the date of the alleged violation.
  5. It shall specify the relief requested.

In order to constitute a written grievance, within the meaning of the grievance procedure, all of the above items must be present.

- E. Before filing a written grievance as required in Level One and within five (5) days of the alleged occurrence of a grievable action, the grievant shall present his grievance orally to the building principal in an attempt to reach an informal resolution to said grievance. If no resolution is made, then the grievant shall proceed to Level One.
- F. Level One. A teacher believing himself wronged by an alleged violation of the express provisions of the contract shall, within five (5) days of the meeting with the building principal or ten (10) days of the alleged occurrence of the grievable action whichever shall come first, file a written grievance with the building principal. Within five (5) days of the

receipt of the grievance, the principal shall meet with the teacher in an effort to resolve the grievance. The principal shall provide the Association with a written disposition within five (5) days. If no resolution is obtained within five (5) days of the meeting, the teacher shall proceed within five (5) days of the date of the written disposition to Level Two.

Level Two. A copy of the written grievance shall be filed with the superintendent or his designated representative with the written approval of the Association. The superintendent shall have five (5) days to hold a hearing on the grievance. The superintendent shall approve or disapprove the grievance within five (5) days of the hearing. The superintendent shall provide the Association with a written disposition within five (5) days.

By mutual consent of the grievant and the superintendent, Level One may be bypassed, in which case the written grievance shall be initially filed with the superintendent who shall hold a hearing on the grievance within five (5) days of the filing and shall approve or disapprove it within ten (10) days of the hearing, providing the Association with a written disposition within ten (10) days.

If no decision is rendered within the above specified time limits or if the decision is unsatisfactory to the grievant, the grievant may appeal by filing the grievances with the Secretary of the Board within five (5) days and proceed to Level Three.

Level Three. The Board shall review the grievance not later than the next regular Board meeting. If the next regular Board meeting is at least ten (10) days after the date of receipt of the grievance appeal by the Board, the board shall issue its final determination on the

grievance within fifteen (15) days after the Board meeting. If the next regular Board meeting is less than ten (10) days after the receipt of the grievance appeal by the Board, the board shall issue its final determination on the grievance within thirty (30) days after the Board meeting. The Board may hold a hearing thereon, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board later than the deadlines as set forth above. The Board shall provide the Association with a written disposition within the timelines.

Level Four. Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board in writing, refer the matter for arbitration to the Board, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules; however, each party shall have the right to presumptorily strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. (Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.)
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

4. Powers of the arbitrator are subject to the following limitations:
    - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.
    - b. He shall have no power to interpret state or federal laws.
  5. After a case on which the arbitrator is powered to rule hereunder has been referred to him it may not be withdrawn by either party.
  6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act upon the merits of dispute until the matter has been determined in writing. (In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.)
  7. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if the grievances are of similar nature.
  8. The cost of the arbitrator shall be borne equally by the parties; however, each party shall assume its own cost for representation including any expense of witnesses.
- G. Should a teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Should a teacher leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- H. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement or arbitration award provide a remedy or benefits for more than thirty (30) days prior to the date on which the grievance is filed.
- I. The time limits provided in this article shall be strictly observed but may be extended by

written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

- J. Notwithstanding the expiration of this agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolved.
- K. A teacher representative of the Association employed by the Board, who is engaged during any regular school day in any grievance procedure hearing, shall be released from his regular duties without loss of salary. Such paid time off shall not exceed two (2) days per month for one (1) Association representative at each building location. Whenever possible, hearings so called shall be held outside regular working hours and shall not interfere with school operations.

## ARTICLE XVII

### FINANCIAL RESPONSIBILITY

A. The Board agrees that it shall be a condition of employment that all teachers within thirty (30) days after the commencement of employment do one of the following:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association, and if he so desires, local assessments and, when legally allowable, PAC contributions. Such authorization shall continue in effect from year to year unless revoked or modified in writing.

or

2. Cause to be paid to the Association a representation and bargaining fee no more than the equivalent of the dues uniformly required of members of the exclusive bargaining representative. In the event the representation or membership fee shall not be paid, the Board upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association. If said teacher is a tenure teacher, or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year. The Association in its sole discretion may withdraw its complaint against a teacher who has failed to comply with this article at any time before the Board hires a replacement for said teacher. The parties expressly recognize that failure of a teacher to comply with the terms of this article is just and reasonable cause for discharge from employment.
3. The Association shall submit in writing to the superintendent by the first pay day of each school year the amount to be deducted from each teacher's pay. Such amounts shall remain in effect throughout the school year.
4. The above mentioned deductions shall be made throughout the school year worked in equal bi-weekly installments, beginning with the second pay day of the school year.
5. Upon presentation of appropriate voluntary contribution authorization forms (duly signed by the individual teacher(s) and drafted in compliance with the requirements of the Michigan Campaign Finance Act and when legally allowable), the Board agrees to make deductions for contributions to the National Education Association Political Action Committee (NEA-PAC) and/or the Michigan Education Association

Political Action Committee (MEA-PAC) in the amount designated by the individual teacher(s). Such deductions shall be made from a single payroll period (in the same calendar year as the date of the signed authorization) as mutually agreed to by the superintendent of schools and the Association president.

6. The Association agrees to indemnify and save the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits or other forms of liability, including, but not limited to, back pay and all court or administrative agency costs which may arise out of or by reason of, action by the Board of Education for the purpose of complying with this agreement. Any statements or invoices which the Board may receive regarding the enforcements of this provision shall be paid by the Association, directly to the person or organization sending the invoice.

The above is also subject to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The association shall have the right to compromise or settle any claim made against the Board under this section.

B It is understood that temporary replacement teachers' obligations to the Association shall be on a prorated basis as determined by the Association, but such obligation shall not exceed one-tenth (1/10) of the regular annual representation fee for each month said teachers work as bargaining unit members.

ARTICLE XVIII  
REDUCTION IN PERSONNEL

- A. If the Board desires to reduce the number of teachers, the following procedures shall be used:
1. Voluntary layoffs may be accepted by the Board provided there remain teachers who are state certified to teach in the vacant positions.
  2. If further reductions are made, exceptions provided in subsection 3 herein, teachers shall be laid off according to seniority (least senior first), provided there remain teachers who are state certified to teach in the vacant positions.
  3. In those cases when teachers have obtained tenure under the Michigan Tenure Law, non-tenured teachers shall be laid off before tenured teachers, provided there remain teachers who are state certified and highly qualified as defined by No Child Left Behind to teach in the vacant positions.
- B. Seniority shall be defined as length of continuous service in the district computed from the date on which the teacher began actual duty as a teacher, provided, however, that seniority shall not accrue while the teacher is on unpaid leave or on layoff.
- C. The Administration shall annually, by December 1, promulgate and publish a "seniority list" showing all teaching staff in order of seniority. The list shall show each teacher's date of first duty and shall show the total number of days the member has been employed. The list will show any period of unpaid days which may affect the computation of seniority workdays as defined in Article XVI. Each time the seniority list is updated, a copy of the list shall be sent to the Association President. Grievances disputing the seniority credit shown on the seniority list must be filed within ten (10) workdays (as defined in article XVI.C.) of the posting of the list on which the disputed information first appears or they will be permanently barred.



In the circumstances of more than one (1) teacher beginning duty on the same date, all teachers so affected will participate in a drawing to determine position on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

- D. Any teacher on layoff shall be recalled in inverse order of layoff provided he is certified for the vacancy. No new teachers shall be employed by the Board while there are laid off teachers in the bargaining unit who are certified to fill any vacancy which may arise.
- E. The Board shall give written notice of recall from layoff by sending a return receipt requested or certified letter to said teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address, as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. Teachers shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within ten (10) days of the date the recall notice was mailed.
- F. Teachers shall retain their recall rights for three (3) years from the last day of work.
- G. In the event of a reduction of personnel, the affected teachers shall be given as much advance notice as possible but not less than sixty (60) days advance notice. It is agreed that said sixty (60) day notice shall be sufficient if notified by the Administration of its intent to recommend the reduction to the Board. For the purposes of Article XVIII, the end of the school year is defined as June 30.

H. It is expressly understood that this article applies only to regular teachers and does not apply to temporary replacement teachers. Temporary replacement teachers shall be given a one (1) week notice in the event of layoff. Temporary replacement teachers shall not earn any seniority in the bargaining unit, i.e., they shall always have zero (0) seniority. Layoff notices are not required when a temporary replacement teacher's contract expires or when the regular teacher returns to that position. Temporary replacement teachers have neither recall rights nor bumping rights except to the extent allowed by law.

ARTICLE XIX

SPECIAL TEACHING ASSIGNMENTS

Assignments for the adult education, driver education and summer school programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates and who are regularly employed in the District during the normal school year. No teacher shall be required to work a split shift or to teach less than three (3) hours in any summer school program.

ARTICLE XX

CONTINUITY OF PROFESSIONAL SERVICES

Both parties agree that the grievance procedure as outlined in this contract is adequate to, and will be used in, the amicable settlement of any and all grievances arising during the term of this agreement. Therefore, there shall be no strikes, withholding of services or concerted action to bring such situations about by neither the Association nor its members, nor shall the Board of Education or the School Administration lock out the Association or its members.

If any breach of this section occurs, the parties shall be free to take any legal action as they see fit to bring about a cessation of such breach, including suits for damages.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be printed at the expense of the Board and be presented to all teachers now employed or hereafter employed by the Board.
- B. No secondary teachers shall be required to prepare more than three (3) lesson preparations for any normal teaching day, if possible.
- C. This Agreement shall supersede any rules, regulations, or practice of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into, and be considered part of the established policies of the Board.
- D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- E. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, retirement age, sex, marital status, or membership in our Association with the activities of the Association. The Board and the Association pledge themselves to seek to extend the advantages of public

education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity to all pupils.

- F. Any provision of the Agreement or matters not specifically covered by this Agreement may be subject to negotiation only upon mutual consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

ARTICLE XXII

DURATION OF AGREEMENT

2008-2011

This Agreement shall be effective as of August 25, 2008 and shall continue in effect until the 25<sup>th</sup> day of August 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

VBCEA/LEA, MEA-NEA	Date	LAWRENCE BOARD OF EDUCATION	Date
<u>Ed Maule</u> President	<u>1-27-09</u>	<u>[Signature]</u> President	<u>1-27-09</u>
<u>Nulane Waltz</u> VBCEA Representative & Chief Spokesperson	<u>1/27/09</u>	<u>[Signature]</u> Vice President	<u>1-27-09</u>
_____ Negotiating Team Member	_____	<u>[Signature]</u> Treasurer	<u>1-27-09</u>
<u>David Abel</u> Negotiating Team Member	<u>1/27/09</u>	<u>[Signature]</u> Secretary	<u>1-27-2009</u>
<u>Jennifer Clinton</u> Negotiating Team Member	<u>1/27/09</u>	<u>[Signature]</u> Trustee	<u>1-27-09</u>
<u>[Signature]</u> Negotiating Team Member	<u>1-27-09</u>	<u>[Signature]</u> Trustee	<u>1-27-09</u>
_____ Negotiating Team Member	_____	<u>[Signature]</u> Trustee	<u>1-27-09</u>

Dated \_\_\_\_\_

## APPENDIX A

### SALARY, FRINGE BENEFITS AND RETIREMENT

- A. Salary payments will be made bi-weekly, per past practice. Adjustment dates for transfer from one salary schedule to another shall be September 5 and January 15. The payment for the second semester will be one-half of the scheduled rate, without regard for the exact days involved. In order to be eligible to advance from one salary schedule to another, the District requires proof of successful completion. This may be in the form of a college transcript or letter from the registrar's office, copy of the certificate will be issued. One of the above documents must be on file with the Superintendent prior to September 5. The additional salary shall be paid at the new rate at the beginning of the school year. In the event that the salary rate increase would be due at the beginning of the second semester, documentation must be on file by January 15.
- B. Previous experience will be allowed up to ten (10) years of successful teaching. This includes all teachers employed in the system. Temporary replacement teachers, however, shall normally be paid the rate designated on step zero (0) of the B.A. column in the master agreement. The Board may, however, grant up to ten (10) years credit on the schedule for up to ten (10) years of previous successful teaching experience. It is further understood that the provisions of this master agreement shall cover temporary replacement teachers, once said person has been contracted to work thirty (30) or more work days as a temporary replacement teacher, or once said person has worked in the same position for thirty (30) or more work days as a temporary replacement teacher, whichever is sooner.



It is agreed by all parties, the Board of Education, LEA and the VBCEA, that the Board may grant credit for outside district experience on the salary schedule. However, the amount of credit granted will be determined mutually between the new teacher and the Board of Education. Full credit on the salary schedule shall be granted for in-district teaching experience.

- C. Compensation for performance of duties requiring teachers to work beyond the normal school year shall be determined by agreement between the Association and the Superintendent.
- D. The teacher will have the following options to receive pay:
  - Twenty-one (21) pays
  - Twenty-six (26) pays

This preference must be made to the Business office by June 1 and shall remain in effect for the following school year.

- E. Up to five (5) years in related employment may be granted by the Board when entering the Lawrence Public School System.
- F. The Board will pay a bonus at the rate of fifty dollars (\$50.00) for every sick day not used, up to one hundred (100) days and at the rate of seventy dollars (\$70.00) for every sick day not used in excess of one hundred (100) days up to a maximum of one hundred eighty (180) days, for a teacher with at least ten (10) complete school years in the Lawrence School System who is eligible for and successfully obtains full retirement pension benefits from the Michigan Public School Employees Retirement System. Payment shall be made upon presentation by the teacher of written verification by the MPSERS of both eligibility of the teacher and disbursement of the first pension payment to the teacher.

- G. 1. Teachers may opt for the insurance programs in either Plan A, Plan B or Plan C below. If a husband and wife are both members of this bargaining unit, one (1) will be eligible for Plan A and the other will be eligible for Plan B or Plan C.

**PLAN A**

<b>Medical:</b> MESSA Choices II \$5 Rx	<b>Life:</b> \$5,000 Life with AD&D	<b>Vision:</b> VSP-3	<b>Dental:</b> 80/80/80:\$1,000 annual maximum 80: \$1,000 lifetime maximum 2 cleanings per year no adult orthodontics
<b>LTD:</b> \$7,500 Max. Eligible Salary \$5,000 Monthly Maximum 90 Calendar-Day Modified Fill Alcoholism/Drug Waiver (2 yr limit) Mental Health/Nervous Waiver (2 yr limit)		66 2/3% of Max. Eligible Salary 5% Minimum Payout Pre-Existing Limits Waived COLA No Family Social Security Offset	

The Board will pay 90% and the teachers will pay 10% health insurance premium for MESSA Choices II beginning January 19, 2009.

Plan B

For employees not participating in Plan A above, the Board will contribute \$396.00 a month toward the purchases of MESSA “nontaxable” options, tax deferred annuities, MEFSA “nontaxable” options or similar options from local agencies.

Plan C

For employees not participating in Plan A or Plan B above, the Board will adopt a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code.

1. The Cafeteria Plan shall provide a cash option in lieu of Medical Health Coverage.
  2. The amount of the cash option will be equal to Plan B as per the Master Agreement, Appendix A, Plan B.
  3. Teachers may continue to elect to participate in tax sheltered annuity programs as described in Appendix A, Plan C, by completing the necessary salary deduction forms during open enrollment each year.
2. In the event a teacher, absent due to illness or injury, has exhausted his sick leave accrual, the above mentioned fringe benefits shall continue throughout the school year.

3.
  - a. For all teachers employed by the Board for the entire school year, the Board's obligation regarding contributions toward insurance benefits as stated above shall continue through the summer recess.
  - b. For teachers who become employed by the Board after the first marking period of the school year, the Board's obligation toward the above benefits during the summer recess shall be pro-rated, based on the ratio of the number of days employed to the total teacher days in the school year.
  - c. For teachers whose employment with the Board is terminated prior to the end of the school year, the Board's obligation toward continuing the above stated contributions shall cease, on the date of such termination.
4. The above insurance coverage(s) is subject to the rules and regulation of the carrier(s) and underwriter(s).

H. Salary Schedule for 2008-2009 (1.5% increase beginning on January 19, 2009):

STEP	BA	BA+25	MA	MA+15
0	\$33,248	\$33,573	\$35,879	\$36,517
1	\$34,744	\$35,102	\$37,675	\$38,329
2	\$36,243	\$36,627	\$39,467	\$40,145
3	\$37,743	\$38,157	\$41,264	\$41,956
4	\$39,238	\$39,684	\$43,059	\$43,772
5	\$40,735	\$41,213	\$44,854	\$45,588
6	\$42,233	\$42,741	\$46,650	\$47,401
7	\$43,730	\$44,268	\$48,444	\$49,218
8	\$45,228	\$45,796	\$50,240	\$51,031
9	\$46,730	\$47,326	\$52,037	\$52,848
10	\$48,222	\$48,852	\$53,832	\$54,661
11	\$49,718	\$50,381	\$55,626	\$56,478
12	\$51,216	\$51,908	\$57,424	\$58,292
13	\$52,715	\$53,434	\$59,215	\$60,103

Salary Schedule for 2009-2010  
(1.5% increase)

STEP	BA	BA+25	MA	MA+15
0	\$33,747	\$34,077	\$36,417	\$37,064
1	\$35,266	\$35,628	\$38,240	\$38,904
2	\$36,786	\$37,177	\$40,059	\$40,747
3	\$38,309	\$38,729	\$41,883	\$42,585
4	\$39,826	\$40,280	\$43,705	\$44,428
5	\$41,346	\$41,831	\$45,527	\$46,272
6	\$42,867	\$43,382	\$47,350	\$48,112
7	\$44,386	\$44,932	\$49,171	\$49,957
8	\$45,907	\$46,483	\$50,994	\$51,797
9	\$47,431	\$48,036	\$52,818	\$53,641
10	\$48,945	\$49,585	\$54,639	\$55,481
11	\$50,464	\$51,136	\$56,460	\$57,325
12	\$51,984	\$52,687	\$58,285	\$59,167
13	\$53,506	\$54,235	\$60,103	\$61,005

Salary Schedule for 2010-2011 (Salary Re-opener only)

- I. The Board agrees to pay the district's MPSERS retirement contributions as required by law.
- J. Longevity  
Teachers who no longer receive an increment because they have been at the top of the salary schedule shall be paid an annual stipend of one thousand, two hundred dollars (\$1,200). As of the beginning of the school year, those teachers who have 20 years of experience will receive one thousand, five hundred dollars (\$1,500). Teachers shall receive this stipend distributed equally over their annual compensation.
- K. 1. A full-time teacher who is retiring under the Michigan Public School Employees Retirement System effective at the end of a given school year and who gives written notice of such retirement to the superintendent of schools on or before March 1 of the year of his retirement shall be entitled to receive a lump sum cash payment of five hundred dollars (\$500). Such payment shall be tendered not later than July 15 of the

year of retirement and shall be explicitly conditional upon the teacher successfully completing his assigned duties for the remainder of the school year.

2. A full-time teacher who is resigning from employment with the school district effective at the end of a given school year and who gives written notice of such resignation to the superintendent of schools on or before March 1 of the year of his resignation shall be entitled to receive a lump sum cash payment of two hundred fifty dollars (\$250). Such payment shall be tendered not later than July 15 of the year of resignation and shall be explicitly conditional upon the teacher successfully completing his assigned duties for the remainder of the school year.

- L. The Board will pay the renewal fee for teaching certificate renewal every five years.

APPENDIX B  
SUPPLEMENTARY PAY SCHEDULE FOR EXTRA ASSIGNMENTS

- A. The percentage to be based on experience in supplementary position up through Step 5 of B.A. pay level\*. (See Schedule A)
- B. An individual's years of experience in one position will be applied to any future position so long as the positions are in the same area. Temporary replacement teachers, however, shall normally be paid the rate designated on step zero (0) of the B.A. column in the master agreement. The Board may, however, grant up to ten (10) years credit on the schedule for up to ten (10) years of previous successful teaching experience.
- C. When a teacher's position in a Schedule B assignment is not to be renewed, that teacher will be notified and given a written explanation of such dismissal at least thirty (30) days before the start of the school year. In the instance of a position itself being eliminated, notice and explanation shall be given at the earliest possible time.
- D. The Board agrees to indemnify and hold the Association harmless from any and all damages and judgments which may result from the Board paying unequal pay to coaches of girls and boys sports.

SCHEDULE B

a. Athletics (Boys)

Athletic Director	30.00%
Varsity Basketball and Football	12.50
Varsity Baseball	10.50
J.V. Football	8.50
J.V. Basketball	9.00
Track Coach	9.00
<i>(Only one track coach for boys and girls. Participation of more than 20 students would allow for hiring of an assistant coach at 6%)</i>	
Assistant Varsity Football	8.00
Freshman Basketball	7.50

Jr. High Track (Boys & Girls)	6.00%
Jr. High Football	6.00
Assistant J.V. Football	6.00
J.V. Baseball	7.50
Assistant Jr. High Football	5.00
8 <sup>th</sup> Grade Basketball	6.00
7 <sup>th</sup> Grade Basketball	6.00
Co-ed Cross-Country	8.00
Junior High Track Assistant	5.00
Varsity Wrestling	10.50

Athletics (Girls)

Varsity Basketball	12.50%
J.V. Basketball	9.00
Freshman Basketball	7.50
Varsity Softball	10.50
J.V. Softball	7.50
Varsity Volleyball	10.50
J.V. Volleyball	8.00
Freshman Volleyball	7.50
7 <sup>th</sup> Grade Volleyball	6.00
8 <sup>th</sup> Grade volleyball	6.00
Varsity Track	<i>See Boys athletics</i>
7 <sup>th</sup> Grade Basketball	6.00
8 <sup>th</sup> Grade Basketball	6.00
Varsity Cheerleading	7.00 (per season)
JV Cheerleading	4.00
Jr. High Cheerleading	3.00
JV & Varsity Cheerleading	9.00 (combined)

b. Miscellaneous

Combination classroom (20 child min.)	6.00%
Band	11.50
Class Plays	4.00
Yearbook	5.00
Science Fair	1.00
- up to 14 hours	
- up to 28 hours	2.00
Quiz Bowl	1.50
Science Olympiad HS	1.00
Science Olympiad MS	1.00
Academic Challenge, STAND	
and other school approved clubs:	1.00

All class advisors	\$12.00 per hour (for hours worked outside of school hours only)
Student Council advisor	2.00%
7 <sup>th</sup> and 8 <sup>th</sup> grade class sponsors	1.00
9 <sup>th</sup> and 10 <sup>th</sup> grade class sponsors	1.50
11 <sup>th</sup> and 12 <sup>th</sup> grade class sponsors	2.00
SADD advisor	1.00
National Honor Society advisor	1.00
All other extra duty (per hour)	\$12.00
Kindergarten Open House teachers (per hour)	\$10.00

Other extra duty assignments/positions (approved by superintendent of schools) \$12.00 per hour (for hours worked outside of school hours only)

(Note: parties must negotiate more precise language defining the scope of this provision.)

c. Coach's Pay if Sport Dropped

- 1/4 pay to start
- 1/4 pay for completing 1/3 of season
- 3/4 pay for completing 2/3 of season
- Full pay for completing more than 2/3 of season

d. Approved travel will be reimbursed at the rate of 40 cents per mile.

e. No coach will be paid until all uniforms are accounted for through use of an inventory checklist. Athletic Director must check uniforms from the coach at the completion of the season.

EXTRA DUTY ADDENDUM

EXTRA DUTY - For the life of this agreement, the Board may vote to place the below listed extra duties in a category to be known as "activities not sponsored by the Board of Education."

When an activity is placed in this category, the following will apply:

- a. The Board will not contribute more than one hundred twenty-five dollars (\$125) per school year toward the expenses of the activity.
- b. The activity will not be covered by any provision of the master agreement.



- c. The participants of the activity may use existing facilities and equipment; however, the Board may not spend more than one hundred twenty-five dollars (\$125) per school year toward the purchase of any new equipment for the activity.
- d. The athletic director will not be required to assist the activity in any way.
- e. The Board must approve the coaches, sponsors, etc. of the activity.
- f. The teams will represent Lawrence Public Schools in league and non-league play.
- g. The allowable expenditures authorized in sections "A" and "C" above shall be independent but the board may in its discretion apply unused funds from one activity to expenditures in another activity.

Activities which may be placed in the "activities not sponsored by the Board of Education" category are as follows:

ATHLETICS (Boys)

- J.V. Football
- J.V. Basketball
- Freshman Basketball
- Jr. High Track (Boys & Girls)
- Jr. High Football
- Assistant J.V. Football
- J.V. Baseball
- Assistant Jr. High Football
- 8<sup>th</sup> Grade Basketball
- 7<sup>th</sup> Grade Basketball
- Co-ed Cross-Country

MISCELLANEOUS

- Class Plays
- Yearbook
- Musicals
- FTA
- Newspaper

ATHLETICS (Girls)

- J.V. Basketball
- J.V. Softball
- J.V. Volleyball
- Freshman Volleyball
- Jr. High Volleyball
- Volleyball (Combined)
- Freshman Basketball
- Jr. High Basketball
- Cheerleading (if not combined) Varsity and J.V., Freshman and Jr. High

NOTE: The following activities have already been voted on by the Board and are placed in the category of an "activity not sponsored by the Board of Education" for the 1997-98 school year.

Jr. High Cheerleading  
Freshman Cheerleading  
Class Plays  
Newspapers  
FTA  
Musicals

The following activities will remain in the Master Agreement as in the past:

ATHLETICS (Boys)

\*Athletic Director  
Varsity Basketball  
Varsity Football  
Varsity Baseball  
Track  
Assistant Varsity Football

MISCELLANEOUS

Combined classroom (20 children min.)  
Band  
Intramural (Noon Hour)  
All class advisors

ATHLETICS (Girls)

Varsity Basketball  
Varsity Softball  
Varsity Volleyball  
Varsity Track

\*Should the Board vote to place additional activities in the “activities not sponsored by the Board of Education” category, the athletic director’s pay shall be proportionately adjusted. The Board agrees to exercise its reserved discretionary authority under the Master Agreement to add the specific position of “assistant J.V. football coach” to the list of activities presently sponsored by the Board. PROVIDED HOWEVER, that the Board retains its discretionary authority under the Master Agreement to remove this position from Board sponsorship at any time.

APPENDIX C  
LAWRENCE PUBLIC SCHOOLS  
2008-2009 SCHOOL CALENDAR

August 26, 27, 28	Faculty Professional Development Days
September 2	Elementary 1/2 Day 7:56 - 11:35 Jr./Sr. HS 1/2 Day 8:00 - 11:35
September 10	District Open House Elementary 5:30-6:30 Jr./Sr. High School 6:30-7:30...6-6:30 MMC meeting; 7:00 Meet the Students
September 17	* Faculty work day in a.m. Jr./Sr High School Late Start Day Jr./Sr. H.S. 10:00 - 3:15
October 15	* Faculty work day in a.m. Jr./Sr. High School Late Start Day Jr./Sr. H.S. 10:00 - 3:15
October 24	End of First Marking Period
October 31	Elementary 1/2 Day Professional Development 7:56 - 11:35 Jr./Sr. HS 1/2 Day Professional Development 8:00 - 11:35
Nov. 5th	Parent/Teacher Conferences Elementary, 5:00-8:00; Jr./Sr. HS 4:00-7:00 Dismissal 11:35
Nov. 6th	Parent/Teacher Conferences Elementary 1:00-4:00 & 5:00-8:00; Jr./Sr. HS 1:00-5:00 & 6:00-8:00 Dismissal 11:35
November 7	No School
November 12	* Faculty work day in a.m. Jr./Sr. High School Late Start Day Jr/Sr H.S. 10:00 - 3:15
November 27 & 28	Thanksgiving Break
December 10	* Faculty work day in a.m. Jr./Sr. High School Late Start Day Jr/Sr. H.S. 10:00 - 3:15
December 19	Elementary 1/2 Day 7:56 - 11:35 Jr./Sr. HS 1/2 Day 8:00 - 11:35
Dec. 22-Jan 2	Christmas Break
January 15 & 16	Elementary 1/2 Day 7:56 - 11:35 Jr./Sr. HS 1/2 Day 8:00 - 11:35
January 16	End of Second Marking Period
February 11	* Faculty work day in a.m. Jr./Sr. High School Late Start Day Jr./Sr H.S. 10:00 - 3:15
February 23	Mid Winter Break
March 20	End of Third Marking Period
April 1	Parent/Teacher Conferences Elementary, 5:00-8:00; Jr./Sr. HS 4:00-7:00 Dismissal 11:35
April 2	Parent/Teacher Conferences Elementary 1:00-4:00 & 5:00-7:00; Jr./Sr. HS 1:00-5:00 & 6:00-8:00 Dismissal 11:35
April 3	No School
April 6-10	Spring Break
April 13	No School - Faculty Professional Development Day
April 15	* Faculty work day in a.m. Jr./Sr. High School Late Start Day Jr/Sr H.S. 10:00 - 3:15
May 25	No School, Memorial Day
May 31	Commencement
June 3	Last day of school

175 Student Days (166 full days; 9 half-days)

180 Faculty Days (4 full day professional development; 2 half day professional development )

Order of makeup as needed:

1. Mid-Winter Break: February 23
2. Additional days at the end of the school year

## SNOW DAY MAKE-UP

- A. Snow day make-up will be determined to the extent required by laws or the State Aid Act.
- B. Current State law allows for 30 hours of instruction time that does not need to be made up.
- C. Any hours over the allowable 30 hours will be subtracted from the actual student contact time to determine actual student contact time.
- D. If the student contact time drops below the State required instructional time, days will be rescheduled in the following order:
  - 1. February Mid-Winter Break
  - 2. Additional Days at the end of the school year.

LETTER OF UNDERSTANDING  
BETWEEN  
VBCEA/LEA, MEA-NEA  
AND THE  
LAWRENCE PUBLIC SCHOOLS BOARD OF EDUCATION

The BOARD OF EDUCATION OF THE LAWRENCE PUBLIC SCHOOLS and the VBCEA/LEA, MEA-NEA, mutually agree that the district will add ¾% to Schedule B at the time the varsity volleyball coaching position becomes open. When the positions come open the parties will mutually agree where the % will be placed on Schedule B.

Date 1-27-09

John W. O'nealey  
Board of Education Representative

William D. Waltz  
VBCEA Representative

EMant  
LEA Representative

LETTER OF UNDERSTANDING  
BETWEEN  
VBCEA/LEA, MEA-NEA  
AND THE  
LAWRENCE PUBLIC SCHOOLS BOARD OF EDUCATION

The BOARD OF EDUCATION OF THE LAWRENCE PUBLIC SCHOOLS and the VBCEA/LEA, MEA-NEA, mutually agree to have the district continue to pay Sandy Tartaglia and Patti Zimerlee the 11.5% and the 9% they have been receiving for coaching the varsity and junior varsity volleyball teams, until their positions are open.

Date 1-27-09

John N. Oneley  
Board of Education Representative

Melanie B. Waltz  
VBCEA Representative

Ed Mant  
LEA Representative

