

PROFESSIONAL AGREEMENT

BETWEEN THE

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT

AND THE

LIVONIA EDUCATION ASSOCIATION

2006—2008
EXTENDED THROUGH AUGUST 2009

ARTICLE V - ASSOCIATION DUES/AGENCY SHOP

Section A. *Current contract language.*

Section B. *Current contract language.*

Section C. The BOARD shall also make payroll deductions upon written request and authorization from the teachers for the following: Insurance benefits in addition to BOARD sponsored insurance, including dental care insurance from the approved insurance carriers; approved annuities; Michigan Educational Credit Union; approved charitable donations; United Fund; Political Action contributions; (e.g. MEA-PAC/NEA Fund for Children and Public Education) when authorized as required by law; a group auto insurance if over one hundred (100) request; or any other plans approved by the BOARD. Deductions for Detroit City Income Tax shall be made available. Direct deposit options will be offered to teachers. The direct deposit options will include all banking institutions and credit unions that are available within the District's financial systems.

ARTICLE VII - TEACHER RIGHTS AND PROTECTION

I. MEMBER RIGHTS—*Current contract language.*

Section A. *Current contract language.*

Section B. *Current contract language.*

Section C. *Current contract language.*

Section D. *Current contract language.*

Section E. *Current contract language.*

Section F. The Board and the Association recognize that alcoholism and substance abuse are illnesses and all interactions on this topic shall be treated in a confidential manner pursuant to the application of this provision.

The Board of Education, based on reasonable suspicion that an employee's job performance is adversely affected by drug and alcohol usage will with the consent of the employee, notify the Association of its concerns orally, (with written follow up) and of the circumstances/conditions that support the reasonable suspicion. The District will work cooperatively with the Association (if notified), and the employee, to solve problems which might be identified.

The employee may be required by the District to submit to a drug/alcohol assessment conducted by a certified practitioner of the District's choice. Should such assessment be negative, no further action would be necessary unless reasonable suspicion is again demonstrated. Should such an assessment be positive, the member will agree to participate in a patient treatment program, if recommended by medical or other qualified personnel.

If the employee does not cooperate, the District may require the employee to submit to a drug/alcohol test following the procedures of the LPS District Policy under the Omnibus Transportation Works Testing Act of 1991 as defined in Appendix A and B. Should such a test be positive, the member will agree to participate in a patient treatment program, if recommended by medical or other qualified personnel. Should such test be negative, no further action would be necessary unless reasonable suspicion is again demonstrated.

Those employees who participate in either process above and follow the required treatment will not be disciplined solely as a result of the positive assessment as outlined in paragraph 3 or test positive as outlined in paragraph 4 for the first incident. A second incident may result in disciplinary action.

This provision does not waive the member's due process rights at any time as outlined in the LEA contract.

Section G. *Current contract language.*

II. PROFESSIONAL BEHAVIOR

Section A. *Current contract language.*

Section B. *Current contract language.*

Section C. *Current contract language.*

III. TENURE FOR NON-TEACHER CERTIFIED STAFF

Current contract language.

IV. PERSONNEL FILES

Section A. *Current contract language.*

Section B. *Current contract language.*

Section C. *Current contract language.*

Section D. *Current contract language.*

V. TEACHER ASSAULT—*Current contract language.*

ARTICLE XI - WORKDAY/HOURS

Section A. *Current contract language.*

Section B. The normal weekly classroom teaching load for all teachers and specifically including media specialists, counselors, special education classroom teachers, and art, music, physical education, LMC, reading recovery, and learning disabilities teachers, shall include 1568 minutes for elementary and twenty-six (26) hours for secondary of teaching or supervised study or equivalent functions in specialized roles and five (5) periods for conferences, preparation of instructional materials and similar instruction-related activities. In the secondary schools, the twenty-six (26) teaching and supervised study hours would normally be divided into five (5) approximately equal periods per day. In addition to the above, teachers may be expected to spend some time in conferring with parents and/or students, supervising bus duty, homerooms, halls, and similar responsibilities. These additions may be either before or after the students' day, but shall be within the teacher's seven hour and 42 minute workday.

The District will seek to fill bus duty needs with staff outside the bargaining unit. If the District is unable to fill such needs in this manner, the District will seek volunteers from among teachers who will be paid at the rate established in Appendix B (in 15-minute increments). If there are not enough volunteers, the duty will be rotated on a weekly basis and the teacher will also be paid at the rate established in Appendix B (in 15-minute increments).

Elementary—*Current contract language.*

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

A secondary teacher's schedule shall not require preparation for more than three (3) courses of instruction, identified by course name and number, except as agreed by prior written agreement of the affected teacher. In each instance in which the BOARD cannot conform to three (3) preparations, special consideration shall be given to the teacher affected; i.e., no bus or hall duty, reduced school improvement/school accreditation responsibilities and a reduced expectation for participation in other voluntary activities, periodic release time, etc. The ASSOCIATION may be notified in a timely fashion by the teacher if extra assistance is needed to determine special considerations and alternative schedule arrangements or to assure assignment equity.

High School Day—The administration of each secondary building will determine the need for a zero hour or a 7th hour in order to accommodate the needs of the students to meet high school graduation requirements. Once class selections are determined, the staff from the department in which the zero hour or 7th hour class is offered will be provided information to determine staff's scheduling preferences.

If no preference is indicated, a rotation schedule will be set up. No teacher will be required to teach in excess of the minutes and hours as indicated in this Article or teach more students than provided for in the Master Agreement. Teachers who teach the zero hour or 7th hour will have their workday schedules adjusted accordingly. Contractual adjustments not included in this section will be mutually agreed to by the parties through the Association/Board Committee monthly meetings.

Section C. *Current contract language.*

Section D. *Current contract language.*

Section E. *Current contract language.*

Section F. *Current contract language.*

Section G. Except on an emergency basis, faculty meetings will not be held on calendar dates designated as teacher workday or records days. Attendance at faculty meetings beyond the teacher workday will not be required except that when needed the workday can be extended up to one hour beyond the teacher workday for faculty meetings, or to create additional opportunities for teachers to meet. Teacher attendance at such meetings (up to one hour beyond the teacher workday) may be scheduled no more than once a month during each school year (a total of nine (9)), except that three (3) additional extended staff meetings may be scheduled, which will count for three (3) hours of Professional Development. No more than two extended staff meetings will be held in any one month. An attempt will be made to establish a fixed faculty meeting day in each school. Faculty meetings shall not be used for ASSOCIATION business; however, short announcements may be made by representatives of the ASSOCIATION.

Section H. *Current contract language.*

Section I. *Current contract language.*

Section J. *Current contract language.*

Section K. *Current contract language.*

Section L. *Current contract language.*

Section M. *Current contract language.*

ARTICLE XII - CLASS SIZE/MEMBER-STUDENT RATIO

Section A. *Current contract language.*

1. **Elementary**—*Current contract language.*

2. **Secondary**—*Current contract language.*

a. *Current contract language.*

b. *Current contract language.*

c. *Current contract language.*

d. *Current contract language.*

e. *Current contract language.*

f. *Current contract language.*

g. *Current contract language.*

h. *Current contract language.*

i. *Current contract language.*

j. *Current contract language.*

k. *Current contract language.*

l. *Current contract language.*

m. Courses identified B Level, Physical Science, and Intermediate Algebra (as identified in the 2008-09 District Course Selection Book) shall not exceed twenty-five (25) students. If scheduled, classes capped at twenty-five (25) students in the 2007-08 school year will continue to be capped at twenty-five (25) students.

n. *Current contract language.*

o. **Secondary Stipend**—In the event of a one (1) or two (2) student overload resulting from a change in student population after the start of the school year and/or student course selection in the advance placement classes or section m above in the secondary, the District shall have the option of providing a paraprofessional or paying the following class size overload stipend.

p. The classroom teacher receiving the additional students will receive \$75 per student for each student in the class each ten (10) week period or major portion thereof. This provision does not apply to lab classes.

3. Special Education Programs and Services—(Elementary and Secondary)

a. *Current contract language.*

b. *Current contract language.*

c. Co-teaching

(1) In order to meet the Highly Qualified requirement of Federal Law, co-teaching arrangements may be necessary. In addition, co-teaching arrangements may be established to assist classroom situations where a large number of special education students (regardless of weighting factors) are assigned to a class.

(2) To the extent possible, co-teaching arrangements will be voluntary. Teachers who are in co-teaching arrangements must meet the standards as established by the ESEA. The following steps will be taken when co-teaching arrangements are assigned to qualified teaching staff.

*The building administration will give consideration when developing schedules that will give teachers who co-teach opportunities to plan cooperatively and to provide other opportunities as appropriate (such as release time of 1/2 day per marking period as jointly requested, etc.).

*The building expectation is that the daily responsibility of the special education teacher assigned to co-teach is to be present for each class. In an emergency that would require the special education teacher to leave the class, every effort will be made to secure a substitute teacher.

*See Appendix F for Co-Teaching Guidelines/Recommendations regarding roles and responsibilities.

Section B. *Current contract language.*

Section C. *Current contract language.*

Section D. *Current contract language.*

Section E. *Current contract language.*

Section F. *Current contract language.*

ARTICLE XVII—CURRICULUM DEVELOPMENT/PROFESSIONAL DEVELOPMENT

I. **CURRICULUM STUDIES**—*Current contract language.*

II. **PROFESSIONAL DEVELOPMENT**—*Current contract language.*

III. **GRANT COMMITTEE**

The \$120,000 LEA Grant money will not be available for the 2008-09 school year.

Per Article XVII—Curriculum Development/Professional Development Grant Committee III, The parties will meet in the spring prior to each school year to determine whether or not the grant money will be available each school year.

ARTICLE XIX—INSURANCE/FRINGE BENEFITS

Section A. *Current contract language.*

Section B. (new) A teacher choosing Plan II will also receive \$208.33 for each full month in the period from July 1 to June 30 in which the teacher is covered by Plan II. This amount, less applicable deductions, will be paid on the 21st payday* in June of the school year. This amount will be prorated for each month that a teacher works a part-time schedule. The teacher shall not be eligible for this payment in any month in which he or she is covered on the health insurance provided through the school district as a spouse or dependent of another employee of the school district.

*for 2008-2009 school year this payment will be made on the 22nd payday in June.

Section C. It shall be the responsibility of the teacher to file the appropriate form including authorization for payroll deduction for any additional optional premium with the insurance office prior to the close of the annual open enrollment period, to be a minimum of 30 days.

At the beginning of every school year, the Human Resources Newsletter will provide information regarding the process to be followed for insurance status changes.

Section D. *Current contract language. (relettered)*

Section E. *Current contract language. (relettered)*

Section F. Dental Plan (relettered)

1. *Current contract language.*

2. *Current contract language.*

3. *Current contract language.*
4. The dental plan year goes from January 1 through December 31.

Section G. Vision Care Plan (relettered)

The BOARD will provide a vision care program outlined in Appendix G.

Section H. *Current contract language.* (relettered)

Section I. *Current contract language.* (relettered)

Section J. *Current contract language.* (relettered)

Section K. *Current contract language.* (relettered)

ARTICLE XXXIV—COMPENSATION

Section A. *Current contract language.*

Section B. *Current contract language.*

Section C. *Current contract language.*

Section D. *Current contract language.*

Section E. *Current contract language.*

Section F. *Current contract language.*

Section G. *Current contract language.*

Section H. Employees shall have the option of being placed on 21 or 26 pays. Employees desiring to change pay cycles must notify the payroll office by August 1st prior to the upcoming school year. Pay days shall be at the close of each two-week (2) period during the school year. An employee on twenty-six (26) pays who leaves during the year should not expect to receive the remaining portion of pay until one (1) pay period following termination, unless official notification of termination is submitted thirty (30) days in advance and the request for complete payment made at that time. The employee will indicate in writing to the Human Resources Office the choice of method of pay-

ment before the effective date of the contract. If school is not in session on payday, the payroll office will prepare checks and deliver them to the buildings the last day school is in session.

For the 2008-2009 school year only, employees will have the option of being placed on 22 or 27 pays. If employees do not notify the payroll office by May 30, 2008, they will automatically be placed on the 22 pay cycle. For individuals selecting 22 pays for 2008-2009, they will automatically be placed on a 21 pay cycle for future years; those who selected 27 pays will be placed on a 26 pay cycle for future years.

Section I. *Delete current Section I and reletter remaining sections.*

Section J. *Current contract language. (relettered-new I)*

Section K. *Current contract language. (relettered-new J)*

Section L. *(Relettered-new K) A teacher shall receive an annual longevity payment in accordance with the following schedule at the beginning of the year of service shown below:*

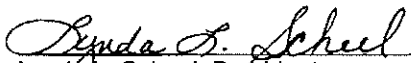
<u>Year</u>	
16	\$1,936
17	2,086
18	2,236
19	2,386
20	2,536
21	2,686
22	2,836
23	2,986
24	3,136
25	3,286
26	3,436

Section M. *Current contract language. (relettered-new L)*


ARTICLE XLII - DURATION OF AGREEMENT

This one-year Agreement entered into between the Livonia Public Schools School District and the Livonia Education Association shall become effective upon ratification, and shall continue until the 15th day of August 2009. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

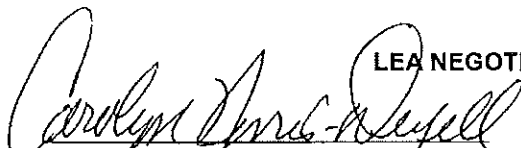
LIVONIA BOARD OF EDUCATION

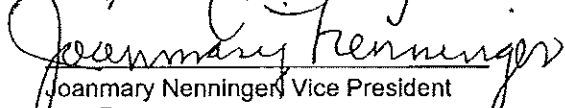

Lynda L. Scheel, President



Cynthia Markarian, Vice President


Robert J. Freeman, Secretary

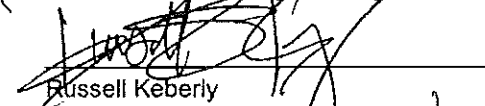
LEA NEGOTIATIONS COMMITTEE

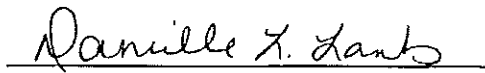

Carolyn Norris-Deyell, President

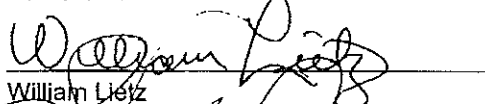

Joanmary Nenninger, Vice President

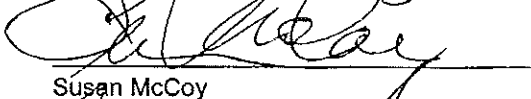

Douglas Coates, Chief Negotiator


Priscilla David, Director of Negotiations


Russell Keberly

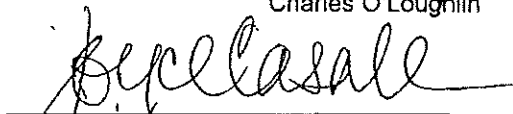

Danielle Lamb


William Lietz


Susan McCoy


Jackie Murray


Charles O'Loughlin


Joyce Casale
7D Executive Director

Dated this 4th day of February, 2008.

Effective August 16, 2008

APPENDIX A—SALARY SCHEDULE

2008-09

<u>STEP</u>	<u>BA</u>	<u>MA</u>
A	\$37,429	\$40,801
B*	\$39,399	\$42,948
1	\$40,977	\$44,664
2	\$43,846	\$48,054
3	\$46,714	\$51,444
4	\$49,584	\$54,832
5	\$52,452	\$58,221
6	\$55,317	\$61,608
7	\$58,187	\$64,997
8	\$61,057	\$68,386
9	\$63,925	\$71,774
10	\$67,436	\$75,163
11	\$70,309	\$79,308
12		\$82,571

*Previously Step 0 from 2007-2008 contract

Salary Base—\$40,289

For the 2008-2009 school year, teachers will progress up the salary schedule 0.5 step per semester. (For example, if a teacher was on Step 7 for the 2007-08 school year, the teacher will be on Step 7.5 for the first semester of 2008-2009, and Step 8 for the second semester of the 2008-2009 school year.)

Shared Time and Young Fives teachers rate of pay will be determined by using the new BA Step B.

The BASE FOR Schedule B will remain at the \$40,289 rate.

Appendix B - Extra-Duty Schedule

	<u>2008-09</u>
Supervision and control of students as set forth in Article XXXV, <u>per event</u> (BASE x 0.0007)	\$28.21
Noon hour supervision - elementary, Personal fitness sponsor (Hours not to exceed 120 contacts in a school year), <u>per hour</u> (BASE x 0.0005)	\$20.15
Curriculum production work, extended school services, emergency substitute assignments, <u>per hour</u> (BASE x 0.0006)	\$24.18
Bus Duty, as approved in Article XI, Section B, <u>per hour</u> (BASE x 0.0005)	\$20.15
Approved in-service training activities, <u>per hour</u> (BASE x 0.0005)	\$20.15
Supervision of Overnight Camping, <u>per night</u>	\$58.70

SUBJECT TO VERIFICATION

**APPENDIX D
2008-09 SCHOOL CALENDAR**

REVISED: May 28, 2008

	S	M	T	W	TH	F	S
AUG						01	02
	03	04	05	06	07	08	09
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
SEPT	31	01	02	03	04	05	06
	07	08	09	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
OCT	28	29	30	01	02	03	04
	05	06	07	08	09	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
NOV	26	27	28	29	30	31	01
	02	03	04	05	06	07	08
	09	10	11	12	13	14	15
	16	17	18	19	20	21	22
DEC	23	24	25	26	27	28	29
	30	01	02	03	04	05	06
	07	08	09	10	11	12	13
	14	15	16	17	18	19	20
JAN	21	22	23	24	25	26	27
	28	29	30	31	01	02	03
	04	05	06	07	08	09	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

	S	M	T	W	TH	F	S
FEB	01	02	03	04	05	06	07
	08	09	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				
MAR	01	02	03	04	05	06	07
	08	09	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
APR	29	30	31	01	02	03	04
	05	06	07	08	09	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
MAY	26	27	28	29	30	01	02
	03	04	05	06	07	08	09
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
JUNE	24	25	26	27	28	29	30
	31	01	02	03	04	05	06
	07	08	09	10	11	12	13
	14	15	16	17	18	19	20
JULY	21	22	23	24	25	26	27
	28	29	30	01	02	03	04
	05	06	07	08	09	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

2008-2009

- August 25, 2008 New Teacher Orientation
- August 27, 2008 All Teachers Report-Professional Development
- August 28, 2008 Professional Development
- Aug. 29-September 1 Labor Day Recess
- September 2, 2008 Teacher Work Day
- September 3, 2008 First Day of Student Attendance
- November 4, 2008 Elementary Work Day/Secondary Curriculum Day
- November 12-14 Elementary Parent/Teacher Conferences
- November 26-28 Thanksgiving Recess
- December 22-Jan. 2 Winter Recess
- January 19, 2009 Prof. Development-Martin Luther King Day
- January 23, 2009 Teacher Work Day/End of Semester
- February 13-17 Midwinter Recess
- March 23, 2009 Professional Development
- April 3, 2009 .5 (p.m.) Elementary Work Day
- April 10-17, 2009 Spring Recess
- May 25, 2009 Memorial Day Recess
- June 11, 2009 Last day of student attendance
- June 12, 2009 Last Teacher Work Day

SUBJECT TO VERIFICATION

87 days - 1st semester
88 days - 2nd semester

This calendar is based on 175 student days and 183 teacher work days.

APPENDIX D

The following summary outlines the structure, content and purpose for the teacher days that are scheduled before students report at the beginning of the school year.

Professional Development Day-1 — The purpose of this day will be to focus on collaborative work and professional growth of staff. Activities may include, but are not limited to: grade level collaboration, specials area training, opening staff meetings, preparation for special needs students, etc. Because activities on this day are to substitute for six hours of the professional development requirement for LEA members, this day is not intended to be used for individual preparation and other traditional workday functions.

Professional Development Day-2 — This day will be utilized for professional development of staff as designated by the District.

Workday before students report*— This day will be utilized by LEA members for the purpose of preparing for the school year. These preparations may include, but are not limited to: unpacking, classroom set-up, lesson preparation, material organization. Staff meetings will not be scheduled.

*It is understood that a staff meeting needs to be held prior to the opening of school. A staff meeting can be held on one of the professional development days prior to the beginning of the school year.

APPENDIX G – VISION PLAN HIGHLIGHTS

Plan Year: September 1 – August 31

	In-Network Benefits	Out-of-Network Benefits
Co-payment	N/A	N/A
Maximum Allowances:		
Exam <i>(Once in a 12-month period from September 1 to August 31)</i>		
Optometrist	Paid in full	Reimbursed up to \$50
Ophthalmologist		
Lenses <i>(Once in a 12-month Period from September 1 to August 31)</i>		
Single vision	Paid in full	Reimbursed up to \$70
Bifocal	Paid in full	Reimbursed up to \$80
Trifocal	Paid in full	Reimbursed up to \$90
Progressive	Not covered, Discount available	Reimbursed up to \$90
Lenticular	Not covered, Discount available	Reimbursed up to \$90
<p><i>Lens Options - Standard scratch-resistant coating, tints (sunglasses), and UV coating are covered. Should you choose lens options not covered by the program, such as, but not limited to, progressive lenses, polycarbonate lenses, high index lenses, and anti-reflective coating, you may be able to purchase these options in-network at a discount.</i></p>		
Frames <i>(Once in a 12-month period from September 1 to August 31)</i>	<ul style="list-style-type: none"> •Paid in full-Spectera selection •\$50 allowance-Spectera's private practice providers •\$130 allowance-Spectera's retail Chain providers 	Reimbursed up to \$40
Contact Lenses <i>(Once in a 12-month period from September 1 to August 31, in lieu of spectacle lenses and frames)</i>	Certain lenses selected by Spectera are covered at 100%. There is a \$150 allowance for all other elective contact lenses.	Reimbursed up to \$130
Medically Necessary	Covered in full	Reimbursed up to \$210
Refractive Eye Surgery	Members receive discount if services are rendered by a participating laser eye surgeon.	No benefit provided

