

AGREEMENT

between

BOARD OF EDUCATION

of the

LAPEER COMMUNITY SCHOOLS

and

LAPEER EDUCATION ASSOCIATION

2011-2012

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	BOARD RIGHTS.....	3
ARTICLE 3	ASSOCIATION RIGHTS	3
ARTICLE 4	TEACHER RIGHTS AND RESPONSIBILITIES	4
	Department Chairs	4
	Building Design and Teaching Equipment.....	4
	Discipline Policy.....	4
	Review of Personnel Files	5
	Personnel File Adjustment.....	5
	Evaluation Retention	5
	FOIA Requests	5
ARTICLE 5	CALENDAR OUTLINE	5
ARTICLE 6	THE SCHOOL DAY	6
ARTICLE 7	PUPIL-TEACHER RATIOS AND CLASS SCHEDULES.....	8
ARTICLE 8	TEACHER PERFORMANCE EVALUATION PROCESS.....	11
ARTICLE 9	TEACHER ASSIGNMENTS AND TRANSFERS.....	14
ARTICLE 10	STAFFING, POSTING, REDUCTION IN STAFF AND RECALL.....	15
	Annual Staffing Determination.....	15
	Postings and Position Requirements	18
	Provisions for Displaced Staff Guaranteed a Position.....	21
	Recall List and Provisions for Recalling Teachers	23
	General Provisions Governing Reduction in Staff and Periods of Declining Teaching Positions	25
	Closing of Buildings	26
ARTICLE 11	MEDICAL EXAMINATION.....	28
ARTICLE 12	PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS.....	28
ARTICLE 13	LEAVE	28
	Sick Leave Bank	28
	Personal/Family Illness or Disability.....	29
	Bereavement Leave.....	30
	Personal Business Leave.....	30
	Jury Duty.....	31
	Compulsory Absence	31
	Professional Leave.....	31
	Association Leave.....	31
	Personal Emergency.....	32
	Sabbatical Leave	32
	Medical Leave	32
	Military Leave.....	32
	Reduction in Staff Leave	32
	Personal Leave.....	32
	Parental Leave	33
ARTICLE 14	PROTECTION OF TEACHERS	34
ARTICLE 15	GRIEVANCE PROCEDURE.....	35
ARTICLE 16	PROFESSIONAL RESPONSIBILITIES.....	38

TABLE OF CONTENTS (continued)

ARTICLE 17	EFFECTIVE SCHOOL COMMITTEE.....	38
ARTICLE 18	LENGTH OF SERVICE LISTS	39
ARTICLE 19	MISCELLANEOUS PROVISIONS.....	40
ARTICLE 20	FRINGE BENEFITS.....	40
	Long Term Disability Insurance	41
	Life Insurance	41
	Medical Insurance	42
	Dental Insurance.....	42
	Vision Insurance	43
	Retirement Allowance.....	44
	Longevity Allowance.....	44
	Unused Sick Days.....	44
	Early Notification of Termination Payment.....	45
	Benefit Duration for Retiring/Resigning Employees	45
ARTICLE 21	SALARY SCHEDULE	46
	Additional Provisions.....	48
	Payroll Deductions.....	50
ARTICLE 22	OTHER COMPENSATION	51
	Extra-Instructional Schedule	51
	Advisor/Sponsor Schedule.....	51
	Coaching Schedule	53
	Job Descriptions.....	56
	Summer Pay/Special Assignments	56
	Independent Study Facilitators	57
	Mentor Stipend	57
	Department Chair Pay	58
ARTICLE 23	DURATION OF AGREEMENT	58
APPENDIX A	CALENDARS	60
APPENDIX B	PERSONAL BUSINESS DAY APPLICATION INFORMATION	62
APPENDIX C	GRIEVANCE REPORT FORM	64
APPENDIX D	MEDICAL INSURANCE WAIVER PLAN.....	65
APPENDIX E	DEPARTMENT CHAIRS.....	71
	Department Chair Request for Pay	74
APPENDIX F	MENTOR/PROTÉGÉ CONTACT LOG.....	75
APPENDIX G	SUMMARY OF DENTAL PLAN BENEFITS	76
LETTERS OF AGREEMENT		
	Lapeer Community High School.....	79
	Collaborative Teaching.....	80
	Compensation for Psychologists and Speech and Language Pathologists	81
	Family and Medical Leave Act.....	82
	Substituting on a Conference Period	83
	Teacher Performance Evaluation Process	84
	2011-2012 Staffing Process.....	85
	Number of Teacher Resignations	87
	Article 7, G.....	92
	Joint Study Committee.....	93
	Re-Opening of Contract	94

AGREEMENT

This agreement entered into the 26th day of May, 2011, by and between the **BOARD OF EDUCATION OF THE LAPEER COMMUNITY SCHOOLS**, Lapeer County, Michigan, hereinafter called the "Board" and the **LAPEER EDUCATION ASSOCIATION**, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lapeer is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

It is agreed:

ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated, non-supervisory personnel, whether on leave, employed, or to be employed by the Board; also to include therapists, psychologists, social workers, department heads. Such representation shall exclude the superintendent, assistant superintendents, personnel directors, business manager, administrative assistants, principals, assistant principals, athletic directors, deans of students, and all other positions which are supervisory within the meaning of PERA.

The term "teacher", when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.
- C. Dues Deduction
1. Each bargaining unit member shall, as a condition of employment, 1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or 2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall be a legally permissible amount determined in a legally permissible manner and shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

2. Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
3. In the event of any legal action against Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article I, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

4. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessment, and contributions in the Association, as established by the Association. Such authorization shall continue in effect from year-to-year, unless revoked according to the procedures outlined in the MEA Constitution, By-Laws, and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct such dues, assessments, and contributions from the regular salary check of the bargaining unit member in equal installments from each pay commencing the second pay in October and concluding with the last in May. Teachers joining the Association after the beginning of the school year and signing and delivering to the Board an agreement authorizing deduction of said membership dues will have dues or representation fees deducted as pro-rated from each pay commencing with their second (2nd) pay through the last pay in May. Such sums will be remitted within thirty (30) days to the Association.

Any teacher who wishes to pay cash for this fee must pay the full amount to the treasurer of the LEA within thirty (30) days of the commencement of employment.

5. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE 2

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, within limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of such properties and facilities; the determination of all financial policies, grades and courses of instruction, materials used for instruction, and placement of operations; and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The Board reserves the right to make employee accommodations pursuant to Americans with Disabilities Act notwithstanding contrary contract language or prior practices of the district.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965. Pursuant to P.A. 112 of 1994, the Board is the sole authority to decide matters that are labeled "prohibited subjects of bargaining" unless otherwise changed by subsequent law. Finally, pursuant to P.A. 9 of 2011, an emergency manager appointed under the Local Government and School District Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 3

ASSOCIATION RIGHTS

The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings for Lapeer teachers, provided the use does not conflict with previously scheduled activities. Bulletin boards in the teachers' lounges and the inter-school mail shall be made available for official business of the Association. Should a shortage of materials or equipment force the Administration to adopt a policy which would restrict their use, the Administration will notify the Association and building principal of this policy and establish a scale for reimbursement for those materials used by the Association.

The Board agrees to furnish to the Association in response to reasonable requests a single copy of available information concerning the financial resources of the district including annual financial reports and audits and Board adopted budgets. Also, on the same basis, the Association may receive a register of certificated personnel including the salaries paid and educational level. In response to specific requests the Association may receive a single copy of Board meeting minutes of open sessions.

ARTICLE 4

TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Lapeer Schools.
- B. Nothing contained herein shall be construed to restrict to any teacher any rights he/she may have under the Michigan General School Laws or Constitution of Michigan and/or of the United States or any applicable state and federal laws and/or regulations.
- C. In order to facilitate the continued improvement of the education process of the Lapeer Schools, to better enable the teachers to fulfill their obligations to the system, and to promote the continued cooperation of the faculty and staff, the Association, teachers, and the Board agree:
1. **Department chairs** will be established and will function as described in Appendix E.
 2. **Building Design and Teaching Equipment** – The teachers recognize their obligation to furnish the resource personnel and staff evaluations, recommendations, and educational specifications in order to assist the Board and the administration in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.
 3. **Discipline Policy** – A Discipline Policy Committee will be formed upon the request of the Association or the Board of Education. The committee will be comprised of members appointed by the Board and the Association. By the appropriate means determined by the Board, families will be informed of the district's policies regarding student behavior and discipline procedures.

The foregoing committees, study groups, or faculty councils shall serve as advisory, consultative and fact-finding bodies only, and the Board shall not be required to adopt any of the recommendations submitted. The Board agrees, however, that the Association and the teachers shall have the right to submit recommendations and views on these subjects.
- D. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age (except as defined in tenure act), sex or marital status. The Association also agrees that it will not discriminate against teachers for the above listed reasons.
- E. No teacher shall be disciplined, reprimanded, reduced in compensation, or dismissed without just cause and observation of due process; provided, however:
1. Probationary teachers shall be subject to dismissal for unsatisfactory teaching performance as determined through the evaluation process.
 2. Reduction in compensation shall not include loss of compensation related to the reduction or eliminating of programs.
- F. If a parental or student complaint directed towards a teacher is to be the basis of any action, other than preliminary administrative investigation, it shall be promptly reported in writing to the teacher concerned. If the aforementioned is not complied with then the complaint may not be placed in the file nor used in any subsequent action against the teachers.

- G. No teacher covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.
- H. **Review of Personnel Files** – Each teacher shall have the right, upon request, to review the total contents of his/her personnel file (excepting confidential university credentials). The review will be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such files.

No material originating after initial employment will be placed in a teacher's file unless the teacher concurrently receives a copy of the material. The administration shall have the teacher initial or sign the original or file copy of evaluative material for the purpose of verifying the teacher's knowledge of the item being placed in the file. Routine non-evaluative communications to the teacher shall include notation that a copy is to be placed in the file. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. Such attachments must be submitted within ten (10) workdays of the teacher's notification of the placement of the material in the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. In no event will materials be placed in the teacher's personnel file other than allowed for by the Bullard-Plawecki Employee Right to Know Act. Upon request a teacher will receive copies of any non-confidential material in his/her file.

Personnel File Adjustment – If an employee believes that materials placed in his/her file is not job-related or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged.

Evaluation Retention – All formal evaluations shall be retained a minimum of four (4) years for probationary teachers or three (3) years for tenure teachers and shall be removed thereafter upon specific request of the teacher.

FOIA Requests – In the event of a Freedom of Information Act (FOIA) request pertaining to a teacher, that teacher will be notified of said request prior to the release of any personnel file material(s) to the extent allowed by law.

All materials related to formal disciplinary action(s) shall be removed after a period of three (3) years unless said material pertains to "Unprofessional Conduct" as defined in MCL 380.1230b or with agreement of the employee at the time disciplinary action, material pertaining to serious or persistent misconduct may be maintained in a personnel file beyond three (3) years. Before the employee agrees to such maintenance beyond three (3) years, the employee shall be notified by the Assistant Superintendent for Human Resources at the time of such disciplinary action how long beyond these three (3) years the material will remain in the personnel file.

ARTICLE 5

CALENDAR OUTLINE

- A. Except for establishment of the starting day for the school year, the parties agree that the school calendar is a negotiable item. The currently agreed calendars are set forth in Appendix A.
- B. If a holiday falls on Tuesday, school shall not be in session the preceding Monday. If a holiday falls on a Thursday, school shall not be in session the following Friday.

- C. Parent-Teacher conferences shall be scheduled consistently throughout the school district at each grade level (e.g. elementary, middle, and secondary) unless prior agreement has been reached between the Board and Association. The Board and Association agree that an evening, fall open house of 2 hours duration shall be scheduled for each building at times mutually determined by the parties. An alternate activity may be substituted if mutually agreed by the parties. For each year's schedule, see Appendix A.
- D. The Board shall exclusively retain the authority to cancel all or part of district operations, or to cancel sessions for students on otherwise scheduled school days whenever the Board or its designated agent determines that inclement weather, emergencies, work stoppages or Acts of God deem it advisable to do so. When all or part of the school sessions for students, but not the entire school operation, is canceled teachers shall not be expected to report to work except for sessions designated by calendar or scheduled as Record Days, In-Service Days, or Parent Conference Days. The entire school operation shall be deemed closed when the Central Administration Offices are closed.
- E. Should the administration in its sole judgment be required, for whatever circumstances, to cancel a previously scheduled day for student instruction and thus fail to provide the State required student days of instruction or the State required minimum hours of annual student instruction, the Board and LEA shall mutually schedule makeup day(s) or hours or provide for such days in the annual calendar. Such make-up day in these circumstances shall not result in additional pay to the teacher and shall be considered one of the contractual days. When such a scheduled workday is canceled teachers shall not work even if they have reported. Such cancellation shall be determined by 45 minutes prior to the senior high teaching staff reporting time, unless circumstances preclude such advance notification.

Teachers shall be required to work their normal hours and fulfill their regular responsibilities on any days when school is in session even though there may be reason to expect that the instructional day shall be disallowed for failing to meet State attendance requirements. Should the administration schedule additional teacher work time and student instructional time to meet the instructional days and/or hours State requirement if a previously conducted work/instructional day and/or hours were disallowed by the State, the teacher shall be paid for the additional time based on his/her per diem rate.

On days that the administration shall delay the start of classes at some or all buildings, for whatever circumstances, teachers shall be expected to work their regular hours.

On days that the administration releases students early because of weather conditions, teachers shall be released as soon as students have left the building.

On days when a single building is closed for particular problems at that building, teachers will be allowed to leave 15 minutes after all students are dismissed.

ARTICLE 6 **THE WORKDAY**

The basic workday for full-time teachers calculated on a weekly basis shall be 7 hours and 40 minutes.

The provision for weekly calculation is expressly for providing a longer block of time beyond the student instructional day for the purposes of teacher planning and school improvement. Also, a weekly calculation is necessary for full-time teachers who do not work the same number of hours per day Monday through Friday.

The staff and principals of all buildings may develop individual building schedules. To the extent possible, the actual student school day schedule will be the same for all elementary schools, the same for both middle schools, and the same for East High School and West High School. The Board shall retain the right to determine schedules subject to: first the recommendations developed through an administrative-teaching staff process, secondly to the mutual determination of the Association and Central Office Administration, and finally the Board will implement its position if no agreement is reached within 30 calendar days of the start of discussion with the Association and Central Office Administrators.

Except for the duty-free lunch, the time within the basic workday that is not specifically scheduled for instructional duties is referred to as planning time and shall be used for preparation, conferences, meetings, and other professional tasks. Such time that occurs prior to the beginning of the student school day at the middle school level, after the end of the student day at the high school level, and before or after the student school day at elementary level is for collaborative planning, general school improvement activities, professional development, and individual teacher preparation. Without unanimous agreement of the principal and teachers at an elementary school, such time shall be after school. The distribution of this time shall include two days a week of collaborative planning (department, grade-level, and interdisciplinary), one day a week for general school improvement activities, one day a week for individual planning and one day a week for professional development scheduled as needed to fulfill State professional development requirements (i.e. 18 hours). Professional development days not needed to meet State requirements may be scheduled as individual planning. Professional development days shall be scheduled on Wednesdays in all buildings. Each school's ESC will recommend the schedule for the time that occurs before or after the end of the student school day for collaborative planning, school improvement activities and individual planning.

General staff meetings called by the principal will be scheduled on days identified for general school improvement activities.

If an elementary specials class is cancelled which causes a teacher to lose his/her planning time and, therefore, exceed the direct instructional time indicated below, the District will make every effort to make up such specials class and, thereby, provide for the lost planning time. At all times during the teacher workday, teachers shall be expected to assist in student supervision. Teachers are to be in the building unless specifically on school business with the principal's approval. The time specifically designated as planning time for a teacher within the basic workday shall be exclusive of specifically-assigned student supervision duties, except in emergencies. Staff members who are temporarily released from instructional duties because of testing programs, field trips, assemblies, or other scheduled situations may be assigned to student supervision. The expectations of staff for student supervision during the workday shall be developed by the principal and building staff in such a manner as to provide the minimum teacher supervisor duties while maintaining an orderly, disciplined atmosphere in the building. To facilitate maintenance of such an atmosphere prior to and following the student instructional day when students are entering and exiting the building, teachers shall generally be in and about their assigned areas available to and/or assisting students.

Full-Time Teacher Daily Instructional Time will be a maximum of:

360 minutes for elementary schools (5 minutes of instructional supervision for grades 1 – 5)

*333 minutes for middle schools (*20-25 minutes instructional supervision)

*322 minutes for high schools (*20 minutes instructional supervision); it is expressly understood that for the 2011-2012 school year only, maximum daily instructional time will increase to 377 minutes for one trimester.

*subject to minor fluctuation if passing time is increased or decreased

Full-time teachers in the elementary specials (e.g. art, foreign language, music, physical education, and technology) have from 1440 to 1525 minutes of instructional time per week (including 105 minutes of instructional supervision). It is intended that the length of each specials class will be equal. However, it is agreed that elementary specials teachers will not have scheduled classes on the first and last day of student instruction each year but, rather, will use said days for inventorying, distributing instructional materials and supplies, and for planning and coordinating the schedules of specials teachers in conjunction with administration. For assignments that are beyond 1420 minutes of assigned specials instruction per week (i.e. overages), additional compensation will be on a straight percentage basis rounded to two decimal points (e.g. to .12%). Full-time assignments that are comprised of less than 1525 minutes of assigned specials instruction per week can be assigned by the building principal to other teaching duties (e.g. co-teaching, RtI, and tutoring).

Compensation for less than full-time elementary specials assignments also is based on a straight percentage basis rounded to two decimal points.

Compensation for specials overages pertaining to teachers who are not full-time elementary specials teachers is based on the number of minutes taught in an elementary specials assignment that is more than the total minutes in the prorated elementary specials assignment (e.g. a half-time elementary specials teacher overage would be calculated based on the number of minutes beyond 710 that said teacher teaches in an elementary specials assignment).

Full-time middle school elective-only teachers will be assigned seven (7) elective periods per day. Elective-only teachers will have time without students during the student school day that is equivalent in total minutes to one (1) middle school elective period.

ARTICLE 7

PUPIL-TEACHER RATIOS AND CLASS SCHEDULES

Adequate staffing is an essential element for effective instructional programs.

A. Elementary Buildings Class Size Standards:

E/5	District wide pupil-teacher ratio	21 to 1
K	District wide pupil-teacher ratio	26 to 1
1-5	District wide pupil-teacher ratio	27 to 1

B. The following conditions shall apply for staffing at the various buildings and instructional levels.

1. The Board shall endeavor, whenever possible and reasonable, by student assignments, to maintain pupil enrollments by grade in a building so that split classrooms can be avoided and to have each individual building ratio as close as possible to the district standards.
2. Specific assignments of the building paraprofessional shall be determined by the Effective School Committee (ESC) with the understanding that the principal has authority in assigning the building paraprofessional relative to all matters pertaining to recess supervision.
3. The building staff and principal shall mutually make student classroom assignments and paraprofessional assignments in such a way as to provide the most effective instruction and to balance teacher responsibilities.

4. Classroom-teacher assignments may be made in such a manner as to ensure that the district can qualify for any incentive funds in the State Aid bill based on class size averages.
5. When the district Pupil-Regular Classroom Teacher Ratios are exceeded in a building for grades 1-5 collectively or in an individual classroom at E5-K, additional instructional paraprofessionals will be provided no later than the fall official membership count date in September/October as follows:

E5: If a classroom exceeds the maximum by more than 10 percent, a two hour instructional paraprofessional, exclusive of any other instructional paraprofessional time, will be assigned to the classroom.

K: If a classroom exceeds the maximum by more than 20 percent, a two hour instructional paraprofessional, exclusive of any other instructional paraprofessional time, will be assigned to the classroom.

1-5 : If the building 1-5 Pupil-Regular Classroom Teacher ratio exceeds the district wide ratio:

3 hours of instructional paraprofessional time will be provided at 28.1

4 hours of instructional paraprofessional time will be provided at 28.6

5 hours of instructional paraprofessional time will be provided at 29.1

6 hours of instructional paraprofessional time will be provided at 29.6

7 hours of instructional paraprofessional time will be provided at 30.0

Add a teacher at more than 30.0

All ratios will be determined to one decimal place using standard rounding off rules. The ESC will determine the most effective use of this additional instructional paraprofessional time.

Note: A building with 9 regular classrooms or less will receive 1/2 of the instructional paraprofessional time in B.5. A building with 19 or more regular classrooms will receive 1/2 more instructional paraprofessional time as specified in B.5.

Instructional paraprofessionals will be maintained, added, or eliminated following the official membership count date in February.

6. Middle School and High School

Middle School:

Core Academic Teachers (includes teaching two (2) elective periods) – 198 students per school day based on a weekly average (not counting students in iConnect)

Elective-Only Teachers – 231 students per school day based on a weekly average

High School:

Teachers teaching 6 periods per day – 204 students per school day
 Teachers teaching 5 periods per day 170 students per school day
 Teachers teaching 4 periods per day 136 students per school day

The foregoing standards will not be applicable to other assigned duties as referenced in Article 7, G; physical education, or music.

- C. The ratio of counselors to students at the middle level and secondary level shall be in accord with North Central Accrediting Agency standards.
- D. Teachers engaged in co-teaching (ie. regular ed and special ed) shall not be assigned more than the above student per day teaching loads on a weekly average basis per teacher.
- E. At the middle and high school level, whenever feasible, student schedule changes will be used to satisfy the ratio requirements. When this alternative does not satisfy the requirement, teacher assignments may be changed to satisfy the requirement.
- F. When the District has inadequate financial resources, in the sole judgment of the School Board, to satisfy these staffing conditions, the Board shall determine the specific conditions of Article 7., pertaining to paraprofessional support, to be suspended. The Board shall retain the sole right to determine the resources available in the various parts of the total District program and the right to determine paraprofessional staffing.
- G. Except for the 2011-2012 school year as referenced below, the basic teaching schedule for full-time high school teachers shall consist of one less class than the number of classes taken by full-time students. One or more of these classes may be another assigned duty. For two out of three trimesters within the 2011-2012 school year full-time high school teachers will have one class period that is scheduled without students for an individual planning period. For one out of three trimesters within the 2011-2012 school year, full-time high school teachers will have no class period that is scheduled without students. It is expressly understood that teaching 5 out of 5 classes for one trimester pertains only to the 2011-2012 school year. Thereafter, high school teachers will teach 4 out of 5 classes, 5 out of 6 classes, or 6 out of 7 classes unless the parties agree to another teaching schedule. Unless agreed to as referenced below, no high school teacher will have more than three (3) preparations. In a trimester system, teaching Section A and Section B of a specific course in a single trimester will be counted as two (2) preparations in that trimester. If a teacher agrees to four (4) preparations or more, it will be allowed.

The basic teaching schedule for full-time middle school teachers will be as follows:

Core Academic Teachers

The basic teaching schedule for full-time middle school core academic teachers shall consist of four (4) core academic classes, two (2) elective classes, and one (1) iConnect. Full-time core academic teachers will have one (1) elective period that is scheduled without students for an individual planning period. Unless a teacher agrees to more than three (3) preparations plus iConnect, no teacher will have more than three (3) preparations plus iConnect.

Elective-Only Teachers

The basic teaching schedule for full-time middle school elective teachers shall consist of seven (7) elective classes out of eight (8) elective periods but will not include iConnect.

Though the administration will strive to minimize the number of daily preparations, due to the uncertainty of student demand for electives and the contractual goal to develop full-time positions when feasible, there is no limitation on the number of preparations.

Part-Time Middle School Teachers

Teachers who are assigned less than full-time at the middle school level are compensated for each class taught as follows:

- 1.) Elective Class 14.29% ($100/7 = 14.29$)
- 2.) iConnect 7.15 (one-half of one elective)
- 3.) Core class 16.07 ($100 - 28.58 - 7.15 = 64.27$; $64.27/4 = 16.07$)

ARTICLE 8

TEACHER PERFORMANCE EVALUATION PROCESS

The Teacher Performance Evaluation Process (TPEP) is designed to promote continuous assessment and improvement of teacher performance. Objectives of the TPEP are as follows:

1. To provide the best possible teaching staff for the students of the Lapeer Community Schools by establishing a framework of core instructional practices;
2. To assure the fair and equitable treatment of all teachers;
3. To recognize teacher performance strengths and weaknesses and to provide assistance to the teachers who seek to improve their effectiveness or who need to correct deficiencies which have been identified;
4. To support growth for tenured teachers by providing the opportunity for collegial collaboration which will lead to improvements in student learning.

The TPEP includes the following four tracks that are specific to the professional developmental stage of each teacher.

- A. Probationary Teacher Track
- B. Professional Growth Track
- C. Teacher Assistance Track
- D. Tenure Process Track

TPEP Tracks

- A. **Probationary Teacher Track** -- All probationary teachers are evaluated according to their performance relative to the twenty-two Universal Teacher Performance Standards and as otherwise specified herein and in the TPEP. The purpose of this track is to provide a framework for new teachers relative to instructional practices, organizational and management expectations, and learner outcomes.
- B. **Professional Growth Track** -- All tenured teachers are expected to perform at a satisfactory level relative to the twenty-two Universal Teacher Performance Standards. For tenured teachers performing at or beyond such a level, the Professional Growth Track facilitates teacher growth through a process of collaboration, development of knowledge, expansion of effective teaching, and on-going professional self-reflection. The purpose of all Professional Growth Track activities

is the improvement of student learning.

- C. **Teacher Assistance Track** -- Any tenured teacher who is not performing at a satisfactory level relative to one or more of the Universal Teacher Performance Standards moves to the Teacher Assistance Track. This track is designed to provide a structured process for improving and evaluating teaching performance. The goal of this process is to support the teacher in performing at a satisfactory level in all performance standards and, thereby, move to the Professional Growth Track. Teachers who are unsuccessful in attaining this goal move to the Tenure Process Track.
- D. **Tenure Process Track** -- Any tenured teacher who continues to perform at an unsatisfactory level after involvement in the Teacher Assistance Track moves to the Tenure Process Track. This track is designed to protect the interest and meet the responsibility of the District to provide competent, qualified teachers. This track also ensures that the legal rights of teachers who may be considered for discharge or demotion are protected pursuant to the Michigan Teachers' Tenure Act.

It is understood that the evaluation process as referenced herein is distinct from disciplinary action that is imposed as the result of teacher misconduct.

DEFINITIONS

The following are definitions of terms pertaining to the TPEP.

- A. **Probationary Period** -- All teachers during their first two years of employment shall be defined to be in a period of probation. Teachers without previous tenure from a Board of Education in the State of Michigan shall be required to serve a third and fourth year of probation.
- B. **Mentor** -- The Administration shall provide a mentor to beginning teachers during their first 3 years of employment to assist the non-tenure teacher in developing professional competencies and effectiveness.
- C. **Evaluators** -- The appropriate principal, assistant principal or other designee of the superintendent evaluates teachers assigned to a particular building. Teachers-in-charge will normally evaluate teachers provided, however, that in the event a teacher-in-charge observes any deficiencies that may result in the teacher being moved to the Tenure Process Track the teacher-in-charge will immediately contact the superintendent who will designate an administrator as that teacher's evaluator.

The appropriate principal or other designee of the superintendent is referred to as the "evaluator."

- D. **Evaluation** -- All teachers not in the Professional Growth Track shall attend a meeting within the first thirty (30) days of each school year and prior to the evaluation process, in which the applicable track(s) of the Teacher Performance Evaluation Process (TPEP) is(are) explained to the teacher. At this time the initial evaluator will be designated.

All teachers not on the Professional Growth Track shall be provided an evaluation at least once each year. Such evaluation will be filed with the Superintendent's Office no later than April 15th for probationary teachers or by the end of the school year for tenure teachers. No such evaluation, except as noted below relative to teachers hired on or after January 1, may be completed without there having been at least two classroom observations completed prior to

January 1 and two additional classroom observations completed by the end of the period covered by the evaluation. When employed for more than 90 teacher workdays, the first and last such observation of probationary teachers shall be at least sixty (60) days apart unless a shorter interval is mutually agreed upon by the teacher and the administrator. All teachers hired on or after January 1st are to have one evaluation filed with the superintendent's office by June 1st. Such an evaluation will involve at least two (2) classroom observations at least sixty (60) days apart whenever feasible.

An evaluation is defined as the final, written summary of the evaluator's judgements regarding the effectiveness of a teacher's job performance. These judgments shall be an on-going activity based on day-to-day observation of participation in school activities, community relationships, relationships with staff, students and parents, and general performance. As described below, the classroom observation process also shall be a basis for these judgements. Evaluations shall be completed on the designated form (TPEP Form F or Appendix E, as appropriate). A conference will be held to discuss the completed evaluation. The teacher shall be given a copy of his/her evaluation. If a tenure teacher has been placed on the Teacher Assistance Track or Tenure Track, the District shall provide the teacher with an Individualized Development Plan (IDP) developed pursuant to TPEP. The evaluation is to be signed by the teacher and the evaluator and placed in the Personnel File. The teacher's signature does not signify concurrence or approval of the evaluation. A teacher may attach a letter of reaction and/or clarification to the evaluation.

Teachers on the Professional Growth Track are evaluated at least once every three (3) years pursuant to TPEP.

- E. **Observation** -- This process should consist of a classroom observation and post-conference. The classroom observation shall generally be of not less than one class period or at the elementary level, the duration of a particular teaching lesson. The post-conference will provide for reflection by supervisor and teacher of the classroom teaching performance. The observation report form will be completed by the supervisor with input of the teacher. Prescriptive suggestion(s) for improved teaching performance as suggested by the supervisor shall be a part of the observation report. The post-observation conference will be held within ten (10) school days of an observation unless sickness or emergency precludes a conference within this time period.

All monitoring and observations of the performance of any teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and surveillance devices shall be strictly prohibited.

- F. **Second Observer** -- Should a teacher who has received an unsatisfactory evaluation while on the Teacher Assistance Track so request or should the administration so determine, a second observer shall be appointed by the Superintendent and shall complete at least one observation in a timely manner. Any probationary teacher requesting a second observer shall do so no later than January 31 of any school year. Any observation completed by a second observer shall be equally regarded with other observations. The appointed second observer may be appealed by the Association and another appointment made if the rationale for the appeal is deemed to have merit by the Superintendent.

A second observer will not be informed of specific areas of unsatisfactory performance prior to beginning or during the observation process.

- G. **Representation** -- A teacher may have a representative of the Association present at any conference relating to the evaluation process. The teacher is responsible for arranging

representation.

DISCHARGE OF TENURE TEACHERS FOR UNSATISFACTORY TEACHING PERFORMANCE

If discharge of any tenure teacher is to be recommended due to unsatisfactory teaching performance, such action must be preceded by:

1. A second observer, if requested, completing an observation pursuant to Paragraph F. above.
2. Development of an IDP that references teacher performance that must improve, timeline for improvement, and the consequences of failure to make such improvements.
3. Also, the IDP should include reference to assistance from administrators and the District (e.g. suggested improvements in teaching techniques, observations of other teachers, or suggested readings).
4. Adequate opportunity for the teacher to make improvements.
5. Notification of movement to the Tenure Track
6. Unsatisfactory evaluation in the Tenure Track

ARTICLE 9
TEACHER ASSIGNMENTS AND TRANSFERS

- A. In recognition of the fact that students are entitled to be taught by qualified teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates or their major or minor fields of study, except in accordance with the regulations of the Michigan Department of Education and for good cause. It is understood and agreed that the words "qualified" and "qualification(s)" wherever used in this *Master Agreement* in reference to a teacher assignment, shall mean highly qualified per the No Child Left Behind (NCLB) Act unless said Act is repealed.
- B. Teachers shall be notified, in writing, of their tentative assignments for the coming school year, including the school to which they will be assigned, the grade and/or courses that they will teach, and any unusual or special classes to which they will be assigned. The notice will be given at least three (3) workdays prior to the first posting in the spring and will be in accord with Article 10, A, Step 4. When a change in the tentative program of a teacher occurs the teacher shall be notified as soon as possible. The Board reserves the right to revise specific teaching assignments, respecting contract provisions, as may be necessary as enrollment, finances or program needs may change. When tentative assignments are developed at the secondary level, preferences of teachers will be considered by building administration and if preferences of two or more teachers are in conflict, the preference of the most senior teacher(s) will take precedent over the lesser senior teacher(s).
- C. It is recognized that changes in grade and subject assignment may often become necessary and that the changes may prove to be beneficial to the teacher, the students, and the school system. In determining the assignments and transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and pupils. An involuntary transfer or assignment shall be made only after a meeting with the teacher, a representative of the Executive Board of the Association, and the Superintendent or his designee, at which time the teacher will be notified of the reason for the assignment or transfer. Every effort will be made to avoid the reassignment or transfer of teachers.
- D. Travel between secondary buildings shall be avoided whenever possible. If a position requiring inter-building travel is necessary it shall be filled by the least senior, qualified person unless by mutual agreement a more senior person may be assigned. Teachers so assigned shall use the

time before and after school as specified in Article 6, paragraph one, for planning time without other assignment.

- E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Teachers who are assigned to more than one school in any school day shall receive the IRS approved reimbursement per mile for all interschool travel. Travel shall be authorized and limited by the Assistant Superintendent in accordance with past practices. Employees may request reimbursement on a monthly or bi-annual basis following each trimester. The final such request during any school year must be submitted to the Human Resources Office no later than three (3) working days following the teachers' last workday of the schoolyear; reimbursement requests submitted after that date shall be denied.

ARTICLE 10
STAFFING, POSTING, REDUCTION IN STAFF, AND RECALL

- A. Annual Staffing Determinations to be completed each April:

- Step 1. The Board shall determine the District's tentative staffing needs for the next school year considering available enrollment and financial projections for the ensuing year. The Board shall have sole authority to determine its position on the variables that may exist at that time regarding funding as it may relate to staffing needs.

The Administration and LEA shall jointly develop a list of all employees with bargaining unit seniority indicating the seniority status and current position status of each. This list shall include those teachers actually working and all teachers on leave who are scheduled to return for the following year or yet in the current school year. The list shall not include any terminating contract employees or any teachers whose voluntary leaves are not scheduled to terminate during the current school year or at the beginning of the next school year. All teachers with tenure or to be tenured at the close of the year shall be placed before any probationary teacher on this list.

Beginning with the last name on this list, the Board shall identify the total number of teachers who must be removed to have the remaining list equal the number of teachers projected to be retained. The teachers identified shall not receive a tentative assignment as referenced in Article 9, B. and shall be added to the Displaced Staff list referenced below in Step 2.

- Step 2. At least three days prior to the first posting in the spring, the Displaced Staff List shall be prepared by the Administration. The Displaced Staff List shall include staff who: 1) were assigned a position for all or part of the current year which was either never posted or was assigned as a result of another teacher being involuntarily transferred from his or her position to fulfill other provisions of the contract; 2) had their specific positions eliminated due to program and enrollment change or financial reasons; 3) have been added to the Displaced Staff list as referenced above in Step 1; 4) were displaced by building staffing procedures referenced below in Step 4; 5) any staff who volunteer to become Displaced Staff; and 6) any teacher who does not meet the highly qualified standard per NCLB Act in his/her current assignment unless said Act is repealed.

Step 3. Teachers in regular positions for the current year shall either be tentatively assigned to positions for the ensuing year or designated as a Displaced Staff in accord with applicable contract provisions, certification/qualifications, the special staffing procedures contained herein, and the best interests of the school district. Teachers who are in positions other than their regular positions because of an Involuntary Transfer are considered as being in their position of record as this process begins.

Step 4. Within each building or instructional unit/department and at least three (3) workdays prior to the first posting in the spring, the principal or director shall tentatively assign staff after consultation with the appropriate staff persons or committees. Such tentative assignments shall be consistent with relevant Article 9 provisions and the following:

- a. Each staff person assigned must fulfill the certification requirements of the position and such additional qualifications as may be contractually applicable.
- b. Teachers in a building or instructional unit not displaced pursuant to Step 2 above shall be assigned within the building to the extent possible based on the positions determined by enrollments and student course selections. During a period of declining teaching positions as referenced in Article 10, F, part-time teachers will be tentatively assigned to part-time assignments of the same percentage as the current school.

c. High School and Middle School

Although it is desirable to have all assignments within one academic department and in one building, it may be necessary to create assignments in two or more academic departments or buildings in order to have staff assigned to full schedules. All assignments within a department, across departments, and between buildings are subject to revisions until the current staff is fully assigned, if possible, and no vacancy is determined until this process is completed. As staff may be assigned to different departmental or building teaching assignments the following rule shall apply: a teacher cannot be assigned more than two courses at the high school level or three courses at the middle level in a department or in a building (regardless of department) in which the teacher had no courses during the current year unless the teacher agrees in writing to such a change. In the event that actual scheduling necessitates displacing additional staff or having additional staff assigned to two buildings, the scheduling process will be reviewed to determine that the least senior person is displaced, to the degree possible, respecting all other contract requirements. Posted vacancies are subject to reposting in new forms or combinations as staff reassignments are made to accommodate the specific certifications of new teachers hired or teachers transferring into the building.

At the middle school level, the following procedure will be utilized.

- 1.) As core content (i.e. ELA, math, science, and social studies) teachers are reduced at any grade, the least senior teacher(s) in grades 6-8 teaching in any core content area and at any

grade will be displaced and the teachers who have not been displaced will receive tentative assignments respecting all rules pertaining to certification and highly qualified standards. Teaching assignment preferences of teachers will be considered by building administration and, if preferences of two or more teachers are in conflict, the preference of the most senior teacher(s) will take precedence over the preference of the lesser senior teacher(s) pursuant to Article 9, B. If, despite a more senior teacher's preference, a less senior teacher is assigned to a tentative assignment that the more senior teacher preferred, the more senior teacher may request a meeting with the building principal to discuss reasons for his/her tentative assignment.

- 2.) Beginning with the highest senior teacher, elective-only teachers who currently are full-time at one of the middle schools will be given tentative assignments in the same school. Such assignments will be full-time to the degree that available sections exist and respecting all rules pertaining to certification and highly qualified standards. Beginning with the highest senior teacher, elective-only teachers who currently are not full-time at one building will be given tentative assignments or will be displaced.

d. Elementary School

Elementary level teachers, including Special Education teachers, shall first be assigned to the position which has the same description as their current position or they may choose to voluntarily displace themselves at which time they are considered "Displaced – to be Assigned a Position". Further, on a seniority basis, elementary level teachers may elect to temporarily choose to be "unassigned" if a teacher is at a grade level in which not enough positions are available to assign each teacher at that grade level and one unassigned position or more exists in the school. As unassigned regular education positions (e.g. due to resignations, term contracts expiring, or new positions being added) and unassigned regular education staff then may exist within a building, the principal may assign those staff to those -unassigned regular education positions respecting to the degree possible the choices of the teachers, seniority, and the recommendations and instructional plan of the E.S.C. As unassigned special education positions (e.g. due to resignations, term contracts expiring, or new positions being added) and unassigned special education staff that may exist within a building, the principal may assign those staff to the unassigned special education positions respecting to the degree possible the choices of the teachers, seniority, and the recommendations and instructional plan of the E.S.C.

Split classroom assignments are those involving two grade levels. Teachers involved in both grade levels comprising the split, based upon seniority, are given the option of choosing a position in their current grade (if not a split), may elect to be assigned the split classroom, may

elect to voluntarily displace themselves, or may elect to temporarily choose to be "unassigned" if the two conditions in the previous paragraph regarding "unassigned" positions are met.

If a resignation or leave of absence creates a vacancy which is not needed for an unassigned staff person in the building that position must be posted rather than being assigned by an in-building transfer. If additional changes are to be considered district seniority shall prevail and no teacher can be required to change from a position that he or she was awarded from the posting process. If any additional teachers are to be displaced by the process, the least senior will be displaced to the degree possible respecting all other contract provisions.

In positions filled by teachers prior to establishment of looping, two teachers in consecutive grades may voluntarily agree to loop with approval of the building principal. As vacancies become available, these positions may be posted by the District as looping positions. For looping positions, both voluntary and posted positions, the position of record shall become both positions of the loop.

- Step 5. After the Staffing Process specified above in Step 4 is completed, the Board shall identify the vacancies which exist, including all vacancies created by leaves, resignations, or newly created positions. Two elementary teachers may voluntarily exchange positions if approved by building and central administration unless a school is scheduled to close the subsequent school year as referenced in Article 10, F, 1, b,. Such exchange is limited to two (2) teachers with no three-way exchanges being allowed. No voluntary teacher exchanges may occur if any elementary school is scheduled to close the subsequent school year.

Finally, at this time, the Administration shall prepare a list of Displaced Staff to be Assigned a Position and a separate list of Displaced Staff Not to be Assigned a Position. All staff assigned or to be assigned a position are considered to have reasonable assurance of employment in the following year. Any staff on the Displaced Staff Not to be Assigned a Position list who are not on unpaid leave shall, within three working days, receive a notice regarding layoff. Such notice at this point shall be considered timely as regards contract provisions.

B. Postings and Position Requirements

1. When any bargaining unit vacancy occurs as a result of the staffing process or program changes, the Board shall publicize the same by giving written notice of such vacancy, its minimum requirements, and any preferred qualifications. Such notice shall be emailed to all bargaining unit members and shall be posted in each school building and the Administration Building. During periods when bargaining unit members are not working, the notice shall be mailed and emailed to members and shall be posted in the Administration Building.

Each vacancy or new position which occurs, subject to other provisions of this Article, shall be posted. This includes reposting positions which were filled but reopened and new subject area combinations at the secondary level which result from new or transferred teachers being added to the bargaining staff.

2. On the third Monday of April, vacancies will be posted and filled the immediately following Thursday in accord with provisions of this Section B. Currently assigned staff and Displaced Staff to be Assigned a Position may apply. In the event that the third Monday of April falls during spring recess, the posting process specified herein and in Subsection B., 4, will be advanced or delayed up to one week at the determination of the Board.
3. On the Monday, Tuesday, and Wednesday immediately following the posting period referenced above in "2", posting days shall be held in accord with provisions of this Section B. Said posting days will begin at 5:00 PM and continue through 9:00 PM with posting periods of one-hour duration. Vacant positions will be filled beginning at 5:00 PM and at the end of each one-hour period thereafter in accord with provisions of this section. Currently assigned staff and Displaced Staff to be Assigned a Position may apply.
4. Each bargaining unit position becoming available after the April posting days referenced above in "3", will be handled as follows:
 - a. Available positions that have not been posted will be communicated to all bargaining unit members through two (2) mailed notices specifying positions that are known at the time of each mailing. Such mailing will utilize both the U.S. Mail and email if teachers are on summer recess at the time of the mailing or school mail and email if teachers are not on summer recess. The first such notice shall be mailed no later than the first Friday in July and the second such notice shall be mailed no earlier than the third Friday in July. Following the first such mailing (and the related posting day referenced below), any positions that remain vacant (i.e. positions vacant following the April posting process and positions vacant following the first mailing and posting day referenced in this paragraph) may be combined to form new positions. The administration may determine to post such positions in the second mailing referenced in this paragraph, may add such positions to a part-time teacher's assignment, or may determine to fill the position with a new hire. If filled by increasing a part-time first-year teacher's assignment, said teacher will be considered displaced to begin the staffing process the following April and the position s/he was in will be posted the subsequent school year if said position exists. If filled by a new hire, such a new hire may be placed on a regular contract or a term contract, as determined by the administration. Regardless of the type of contract effectuated, no position of record shall be established in this situation and such position shall be posted internally prior to the subsequent school year if said position exists.
 - b. Following each mailing as referenced above in "a", a posting day will be held so that appropriately certified and qualified bargaining unit members may post for said positions and any other positions needing to be posted pursuant to contract provisions specified in Article 10., B., and past practice, as applicable. On the seventh day following each mailing referenced above in "a", as needed, the posting day will be held from 10:00 a.m. to 3:00 p.m., with posting periods of one-hour duration to be conducted pursuant to Article 10., B. Vacant positions will be filled beginning at 10:00 a.m. and at the end of each one-hour period thereafter, as needed. Positions *not* filled by bargaining unit members through this posting process shall be filled by a new hire placed on a regular contract or, if mutually agreeable, a term contract. Any new employee placed on a regular contract in this situation shall establish a position of record.

- c. Any vacancy resulting from a bargaining unit member transferring to a position pursuant to "b." above during the 2:00 – 3:00 p.m. posting period of the first posting day will be included in the second notice referenced above in "a." Any position vacancy occurring during the 2:00 – 3:00 p.m. posting period of the second posting day or after the second posting day referenced above in "b." shall be filled by a new hire placed on a term contract or, if mutually agreeable, a regular contract. Regardless of the type of contract effectuated, no position of record shall be established in this situation and such position shall be posted internally prior to the subsequent school year if said position exists.
5. Teaching positions will be posted independently of paid extracurricular positions. All paid extracurricular positions shall be posted independently of teaching positions.
6. Except for probationary teachers who received an unsatisfactory judgment on the "Teacher Summative Evaluation" during the current school year, fully certified probationary special education teachers (excluding teachers hired on a full-year or emergency permit), and probationary Lapeer Community High School (LCHS) teachers, any member of the bargaining unit may apply for a posted vacancy or new position if he/she meets the minimum requirements stated in the posting or expects to before the final filling of the position. Probationary teachers receiving such an unsatisfactory judgment may not apply for any posted vacancy unless displaced due to reduction in staff. Probationary special education teachers must remain in special education assignments and probationary LCHS teacher must remain in LCHS assignments through the duration of their probationary period if such assignments are available. If such an assignment does not exist, the affected teacher may be staffed in any position for which he/she is certified. For posting for elementary specials positions (e.g. art, foreign language, music, physical education, and technology) the minimal requirement shall be subject area endorsement. For posting for grades six, seven or eight the minimal requirement shall be subject area endorsement, an academic major or minor, or previous teaching experience, including elementary level teaching, in at least one of the subject areas included in the posted position, unless the staff member applying is currently on the Displaced Staff to be Assigned a Position List. For posting for middle school positions which include physical education or health, the minimal requirement shall be subject area endorsement (teachers in such positions prior to July 1, 2011, shall be grandfathered, and this provision shall be waived).
7. The bargaining unit applicant with the greatest seniority shall be awarded the position, provided, however, that the applicant with less seniority or outside applicant may be awarded a position involving the consulting, coordinating, or directing of other teachers if he/she possesses qualifications that are superior to applicants with greater seniority (relative to coaching, such a position is limited to head varsity coaching positions). In determining superior qualifications the Board must consider only relevant items which relate to the applicant's ability to fulfill the position's responsibilities, and the Association and Board shall mutually determine relevant qualification areas to be delineated in the posting.
8. In order to provide staff applicants an opportunity to familiarize themselves with the position, to discuss qualifications, and to learn administrative expectations, it may be necessary for applicants to participate in interviews with the building principal or appropriate program director.

9. The Board declares its support of a policy of filling bargaining unit vacancies from within its own teaching staff. Further, the Board is supportive of teachers having the opportunity to be assigned to administrative, supervisory positions. Therefore, any new or vacant administrative positions will be posted for informational purposes and shall not be subject to other provisions of this Article.
10. The Superintendent shall acknowledge receipt of all requests for consideration and shall inform the staff member as soon as possible as to the disposition of the request. All vacancies require new applications.
11. In assigning staff to positions and in fulfilling all aspects of the staffing process, a teacher's Certification of Record shall be used. The Certification of Record at any point in these provisions and when a position is posted shall prevail in making assignments. If a teacher acquires a new Certification of Record at any time during this process, the teacher shall not be able to apply that new certification retroactively. However, the new Certification of Record will be considered in all subsequent proceedings.
12. Certification of Record shall be defined as 1) a certification of which the administration is knowledgeable and 2) is verified by state certificate or by letter from the certification offices of a Michigan university or college that the teacher has completed all necessary course work for a particular certification and is recommended for certification.
13. Qualification standards beyond those of State certifications will prevail in assigning staff when the district has adopted accreditation agency or state funding standards which are more restrictive. In order to avoid displacing staff the district will apply for individual teacher waivers to the standards to the extent the accrediting agency or State allows.
14. In elementary buildings, where an academic-specialization team teaching program has been endorsed by the E.S.C. and has operated for at least one year, positions may be posted indicating the specific subject area specialization which will be a required part of the assignment.
15. Overages at the middle and high school levels (i.e. teaching more than full-time as defined in Article 7) will be assigned no earlier than August of each school year after all other options for filling available positions have been exhausted. Overages will be offered to the most senior, appropriately certified and qualified teacher in the building who has a planning period the hour of the available position or could have such a planning period by mutual agreement of the teacher(s) and building administration. If no such teacher exists in the building, the highest senior teacher who is appropriately certified and qualified will be offered the available position if it does not conflict with the schedule of her/his regular assignment.

C. Provisions For Displaced Staff to be Assigned a Position

Starting immediately after the last posting day referenced above in "B, 3," the administration and the LEA's designated person(s) shall determine and mutually agree upon the Involuntary Transfers as may be necessary to place all Displaced Staff to be Assigned a Position for the ensuing school year. The following guidelines will be used when making involuntary transfers.

- Teachers with ten (10) or more years of seniority may be involuntarily transferred no more than two (2) times for a less senior staff member unless there exists no other alternative involving a more senior staff person who has been involuntarily transferred less than two (2) times. Verifiable involuntary transfers having occurred any time before or after effectuation

of this contract provision shall apply toward this limit of two (2) involuntary transfers. The Board shall maintain a list of all involuntary transfers having occurred in the District; the Association will review the list and certify to its accuracy. If all affected individuals for a particular involuntary transfer have been transferred two (2) times, the standard herein shall be raised to three (3).

- No teacher with twenty-five (25) or more years of seniority will be involuntarily transferred pursuant to this paragraph.
- Being assigned from the Displaced Staff to be Assigned a Position list does not constitute an involuntary transfer.
- All involuntary transfers made pursuant to this paragraph are considered temporary (one year) assignments, and any transferred teacher maintains rights to his/her position of record.
- At all points during the involuntary transfer process the least senior principle and the fewest possible transfers principle are to apply, except as stipulated above, with all certification and qualification standards being observed.

Step 1 Beginning with the most senior, the employees on the Displaced Staff to be Assigned a Position list shall be placed in any vacant position in such a manner that employees are in positions for which they are qualified and certified. As many of the Displaced Staff to be Assigned a Position as possible shall be so placed in order to minimize the need to Involuntarily Transfer assigned teachers. When possible and not contrary to the objectives of this item, teachers shall be able to choose among available positions on the basis of seniority. This shall become their position of record.

Step 2 The first involuntary transfers to be effectuated will be of anyone who posted into a new position during the posting period if said transfer is a return to the specific grade or other assignment (e.g. special education or specials position) at the elementary level or the subject area (e.g. science, special education, math, social studies, etc.) at the secondary level and if said transfer would result in a vacancy which can be directly filled from the Displaced Staff to be Assigned a Position list and if said transfer does not conflict with C., above. Such transfers do not necessarily return a teacher to the same specific position or building s/he occupied at the time s/he posted into the new position.

Step 3 Additional involuntary transfers will be made to complete placement of all staff on the Displaced Staff to be Assigned A Position list. If multiple options exist for making such transfers, the principal of least senior shall prevail. In determining least senior, in a situation involving multiple involuntary transfers in order to temporarily assign a displaced teacher, the total years of seniority of the involuntarily transferred teachers will be the seniority number used. For example, if one option exists that would involve involuntary transfer of a teacher with twenty (20) years of service in order to temporarily assign a displaced teacher and another option exists that would involve involuntary transfer of three (3) teachers who each have nineteen (19) years of service in order to temporarily assign that displaced teacher, the teacher with twenty (20) years of service would be involuntarily transferred.

Step 4 After Involuntary Transfers are complete, an attempt will be made to pair the most senior teacher from the Displaced Staff to be Assigned a Position list who was assigned to a temporary position with the most senior teacher who was Involuntarily

Transferred so that as Involuntary Transfers are undone, the most senior displaced teacher will be the first given a position of record and, to the degree feasible, the most senior involuntarily transferred teacher would be the first returned to his/her position of record. Herein, unlike Step 3, the seniority number used is the highest seniority of any teacher involved in a specific involuntary transfer. For example, if one pairing option exists that would involve pairing one involuntary transferred teacher with twenty (20) years of service with the most senior teacher who was assigned to a temporary position and another option exists that would pair three (3) involuntary transferred teachers who each have nineteen (19) years of service with the most senior teacher who was assigned to a temporary position, the teacher with twenty (20) years of seniority would be paired.

- Step 5 If there is any teacher who is discovered to be unplaceable, s/he shall be placed on the Displaced Staff Not to be Assigned a Position list unless s/he is more senior than a teacher who previously was given a tentative assignment. In such a case, tentative assignments as referenced in Article 10, A, Step 4, c and d, and shall be revised by building administration observing all provisions of Article 10, A, Step 4, c and d, and for the purpose of developing a tentative assignment for the more senior teacher. The less senior teacher immediately shall receive a notice regarding layoff which shall be considered timely notice under contract provisions.
- Step 6 If during this period, but prior to the first scheduled student attendance day, any new vacancies occur due to new positions, leaves, or resignations the administration and the LEA's designated person(s) shall determine and mutually agree upon the reassignments and adjustments in the steps above in order to make the final number of Involuntary Transfers as small as possible respecting the seniority principle referenced above in Step 4.

At all steps in the process of placing Displaced Staff to be Assigned a Position the following additional provisions shall apply:

- Even where certifications may technically allow, a teacher shall not be assigned a position in grades seven or eight in which he/she does not have an academic major, minor, or previous teaching experience in at least one of the subjects being taught in the assignment. The provisions of Article 9 regarding Involuntary Transfers may be invoked to avoid having a teacher assigned to a subject area requiring special academic preparation.
- The Administration reserves the right to place a teacher in any position in order to fulfill an Involuntary Transfer agreed upon under Article 9 of the contract. The only limitation shall be that the teacher must have adequate seniority to maintain a position.
- Special Education rules must be followed and special education staffing requirements must be met as determined by the Administration.

D. Recall List and Provisions for Recalling Teachers

1. At any point during the staffing cycle as new positions may be established or as vacancies are created by assigned staff leaving before the start of the ensuing school year, the appropriate number of specific staff will be taken from the Displaced Staff Not to be Assigned a Position list and placed on the Displaced Staff to be Assigned a Position list. Immediately upon being moved from the one list to the other, the staff member will have reasonable assurance of employment for the ensuing year and shall be so notified. Regardless of the time of this change in status, the teacher must accept the change and is not entitled to exercise an option to go on the Recall List.

2. On the first scheduled day of classes for students the Displaced Staff Not to be assigned a Position list shall become the Recall List.
3. Teachers on the Recall List shall be recalled to the first position for which they are certified and qualified in descending order of seniority unless otherwise determined by the Michigan Teachers' Tenure Act. A teacher who is laid off and accepts a teaching position elsewhere before recall, and is unable to obtain a release, shall be retained on the Recall List in accordance with their seniority for the remainder of the school year in which the recall was made. If a position is still available for the next school year the teacher must return or forfeit all recall rights. If no position is available the right to recall shall be continued until the teacher returns to an available position or forfeits all recall rights by declining such an available position.
4. If a position exists within the district for which a teacher on the Recall List is most senior, certified and qualified pursuant to this agreement, the teacher shall be notified by certified mail. Unless covered by "D. 3" above, within ten (10) calendar days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing, and the teacher shall report for work within fifteen (15) calendar days of receipt of the notice or on the reporting date indicated, whichever is later. Failure to comply with the above conditions will result in forfeiture of recall rights. If the teacher can qualify for a leave under the existing leave provisions, the recall rights will extend until the leave terminates at which time the person shall be on recall status.
5. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
6. When layoffs are not to be effectuated until the beginning of the subsequent school year, all teachers subject to such layoff shall receive the same Board-paid health insurance (i.e. medical, dental, and vision) benefits during July and August of the current calendar year as they would have received absent such layoff.
7. A laid off teacher shall, upon application, be granted priority status on the District substitute teacher list.
8. At no time shall Involuntary Transfers be effectuated during the school year to recall additional teachers from the Recall List.
9. All teachers on voluntary leaves expiring during the course of the school year and not guaranteed a specific position pursuant to other sections of the contract shall be placed on the Recall List.
10. At the start of the next school year staffing cycle, any teachers who may have remained on the Recall List throughout the school year will be placed on the total staff list developed Article 10, A, Step 1, with the express understanding that an additional lay-off notice shall not be necessary if the teacher is again placed on the Displaced Staff Not to be Assigned a Position list, and no benefits shall accrue as a result of this process.

E. General Provisions Governing Reductions in Staff and Periods of Declining Teaching Positions

1. The administration shall endeavor to advise staff members as early as possible of the possibility of a reduction in teaching staff positions which could result in current year teachers being laid off. By March 1 of each school year the Board shall advise the LEA President of its projections for staffing for the following year. Should there appear to be evidence, in the Board's judgment, that a reduction in staff may be necessary, the LEA and Administration shall mutually agree upon the steps necessary to appropriately and adequately advise staff.
 2. The Board specifically reserves the right to reduce teaching positions at any time for financial or other reasons not controlled by the district and in such circumstances the decision to effect a reduction in staff shall be solely the Board's decision, provided however that the LEA is allowed the opportunity to present alternative solutions for the Board's consideration. Should such occasion arise, outside the normal staffing cycle referenced in Article 10, A, B, and C, laid off staff shall receive notice at least 30 calendar days prior to its implementation. Laid off staff shall have health insurance (i.e. medical, dental, and vision) benefits extended for the first two months they are on layoff status. The actual staff laid off shall be the least senior unless otherwise determined by the Michigan Teachers' Tenure Act or relevant provisions of the *Master Agreement*. Necessary Involuntary Transfers, following established guidelines in Article 10, C, shall be made to accomplish that condition. The Board shall determine the date of such changes taking effect striving to provide the least disruption of the school program. Such teachers laid off shall be placed on the Recall List and shall be subject to the conditions of Article 10, D.
 4. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests pursuant to Article 13, L.
 5. When a teacher is laid off the action will automatically terminate the individual employment contract and shall suspend, for the duration of the layoff, any obligation of the Board to pay salary or fringe benefits of the laid off teacher's individual contract or under this *Master Agreement*, except as otherwise specifically provided.
 6. Should a teacher be assigned or offered only a part-time position, except on a voluntary basis, the teacher shall have the right to transfer to the position of the least senior person holding a full-time position for which the more senior teacher is qualified and certified. Teachers in part-time positions other than by choice shall be the least senior, provided that Involuntary Transfers shall not be effected to accomplish this. Any teacher requesting a part-time position in writing and subsequently voluntarily being assigned a part-time position must notify the Administration should s/he wish to retain rights to a full-time position. Such right to full-time position shall not become applicable until the process for staffing for the ensuing school year begins.
- F. The Association shall be notified within three (3) workdays of any Board decision to close a building, merge two or more schools, revise a building's grade configuration, open a building, move an educational program, or change a building's educational design. Following such a Board decision, the Administration and the Association will meet to discuss related staffing procedures. Finally, the Association and Administration shall determine necessary steps for notifying affected teachers of the decision and their related staffing rights. These staffing rights will be governed by the following:
1. School Closure
 - a. Merging Two or More Schools

If two (2) or more schools are merged into a single school (e.g. one elementary school or high school is closed and thereafter all students from the closed school are assigned to one school) all teachers of each school affected by the merger will be placed on the "Displaced Staff list" referenced in Article 10, A, Step 2, and they will be staffed accordingly.

b. School Disbandment

If a school is scheduled to close and students from the closed school are to be disbursed among multiple schools (e.g. Attica Elementary School students being distributed between Maple Grove and Lynch Elementary School upon closing) teachers assigned to the closing school will be staffed for the subsequent school year as follows after tentative assignments are made as referenced in Article 10, A, Step 4, and prior to the posting referenced in Article 10, B, 2.

- (1) Each such affected teacher will have the opportunity to bump the least senior teacher in the district teaching the same grade level or equivalent special education assignment. A vacancy at the same grade level or in an equivalent special education assignment is considered the very least senior teacher. If there are multiple affected teachers at a grade level or in an equivalent special education assignment, the more senior of the affected teachers will have the opportunity to select among the positions of the corresponding number of less senior teachers. For example, if two (2) fourth grade teachers are affected the most senior of the two will have the first opportunity to select a position occupied by the two least senior fourth grade teachers in the district.

If there is no less senior teacher in the district teaching at the affected teacher's grade level, the teacher will be considered Displaced Staff to be Assigned a Position.

- (2) Teachers bumped as the result of the process described above in "(1)" will be considered Displaced Staff to be Assigned a Position.

c. Two-Building Instructional Unit

If one building of a two-building school closes, teachers in that school will be given tentative assignments in the still open building consistent with Article 10, A, Step 4 (e.g. the Hadley campus of Hadley/Murphy School closing resulting in K-1 teachers being assigned to the Murphy campus).

2. Revision of a School's Grade Configuration

a. One grade level change only

If a school's grade configuration is scheduled to change only by one grade level in the subsequent school year (e.g. changing from a: K-6 to a K-5 elementary; 6-8 to a 7-8 middle level; 8-12 high school to a 9-12 high school), only the teachers directly impacted (i.e. those teaching in the grade that is eliminated) will be affected and therefore placed on the Displaced Staff list referenced in Article 10, A, Step 2, and they will be staffed accordingly. For example, a school changing from a K-6 to a K-5 elementary results only in the displacement of 6th grade teachers in that school; a school changing from a 6-8 to a 7-8 middle level results only in the displacement of 6th grade teachers; a school changing from a 8-12 to a 9-12 high school results only in the displacement of 8th grade teachers in that school. In this example, which is scheduled to occur in 2010-2011 when the two middle schools open, 8th grade teachers are those who do not have 9-12 certification. In relation to the high schools changing from 8-12 schools in 2009-

2010 to 9-12 schools in 2010-2011, if there are an insufficient number of teaching sections within a department to staff all remaining teachers, additional staff will be displaced if they: volunteer, are not certified and highly qualified for available sections, have lesser district seniority than other teachers in the department. If a teacher is assigned to more than one department, such a teacher is considered assigned to each department for purposes of this provision.

- b. More than one grade level change

If a school's grade configuration is scheduled to change by more than one grade level in the subsequent year (e.g. Zemmer 7 to Zemmer 6-8 or K-3 to K-6 elementary) staffing will be handled as follows:

 - (1) All teachers will be placed on the Displaced Staff list referenced in Article 10, A, Step 2 and they will be staffed accordingly;
 - (2) All positions of such reconfigured school will be posted pursuant to Article 10 provisions.
3. Opening a Building

When a building is first opened, whether newly constructed or renovated, all positions will be posted pursuant to Article 10 provisions in effect at the time of such opening except for a situation in which one school closes and the majority of that school's students will attend a newly opened building and, in such a situation, the staff of the closing school shall be provided tentative assignments in the newly opened building pursuant to Article 10, A, Step 4, c or d, and all subsequent Article 10 provisions will be followed.
4. Moving an educational program

The following governs staffing associated with moving an educational program from one site to another: If an educational program, students assigned to that program, and program grade configuration remains unchanged, regardless of any name change associated with the change in program location, the program's existing staff will have their positions of record changed to the new location (e.g. 2009-2010, moving Community High school to Cramton). Note: This provision applies temporarily in 2009-2010 to provide for moving Zemmer and Murphy 5/6 to Rolland-Warner, but positions of record remain Zemmer and Murphy, respectively, subject to other related provisions herein pertaining to 2010-2011.
5. Change of a Building's Educational Design

If a building's educational design changes, all staff of that building will be placed on the "Displaced Staff list" referenced in Article 10, A, Step 2 and they will be staffed accordingly. Examples of such change would be converting Community High School from an alternative school to a third standard high school or designating one high school a technical school and one a fine arts school.
6. In the event that teachers are required to change buildings due to a Board decision referenced above in Article 10, G, central administration will determine and communicate the maximum number of hours that a teacher will be paid at the curriculum rate for packing and unpacking classroom materials outside of his/her regular teaching hours. The district will be responsible for providing packing supplies and for moving these materials.

In consideration of factors that may not have been apparent at the time that this contract provision was originally agreed to, staffing provisions referenced herein in Section F may be modified by mutual agreement of the Administration and Association.

ARTICLE 11 MEDICAL EXAMINATION

- A. If the Board requires a medical examination, any person who is employed as a teacher in the Lapeer Schools shall be examined by a Board appointed licensed physician who shall file a written report to the superintendent of the teacher's medical condition.
- B. The cost of medical examinations required by the Board will be subject to Board expense.

ARTICLE 12 PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS

When a teacher finds it necessary to be absent from his/her regular teaching assignment because of illness, he/she will call the secretary of the principal or designated person as soon as the need for a substitute is known and no later than one hour prior to the teacher's starting time of the morning needed, except under extenuating circumstances. Teachers shall normally be responsible for providing adequate lesson plans for substitutes.

ARTICLE 13 LEAVE

The annual contract of every teacher shall become effective on the date he/she begins service in the school district, and at such time, unless otherwise herein provided, he/she will be entitled to the following leave provisions.

The teacher has an individual and collective contractual obligation to report to work on each contracted workday. The leave policies here set forth provide for the reasonable absences from work. Any absence other than for those provided shall be considered unapproved leave and be subject to appropriate payroll deduction.

A working day shall be considered to include the following paid leave days: bereavement, personal business days, jury duty, compulsory absence, professional leave days, previously earned sick days, sick bank days, Association days, or personal emergency days. Any absence occurring that is not covered by leave time will be deducted at time of absence. If school is canceled and the teacher has requested a leave, leave time will not be deducted providing the substitute has not reported.

New hires commencing work after the beginning day of school, contracted part-time employees, and teachers working less than the normal school year (including a teacher who goes on unpaid leave during the school year), in a regular program, shall accumulate sick days on the pro-rata basis of one day per every one-tenth of the teacher work year (e.g. in a work year with 188 days, teachers would receive one day for every 18.8 days worked). Further, in situations where teachers begin the year using days advanced by the Sick Leave Bank as referenced below, the Sick Leave Bank will be credited with days based on the same proration (e.g. if 19 days are advanced by the Sick Bank in a work year with 188 days, the Sick Bank would be credited with 1.01 days).

At the beginning of every school year, a teacher shall be credited with ten (10) days of sick leave minus any days needed for the Association to assess for the Association Disability and Employee Sick Leave Bank (ADESLB). The unused portion shall accumulate as determined in Article 20, Section H.

Sick Leave Bank – The Board in 1975-76 contributed 145 days after which the Association will furnish days assessed from the (10) days granted to each teacher. The bank shall be administered by the Association to determine those eligible for withdrawal. Personal business leave days are retained by teachers who are utilizing days awarded by the ADESLB or while on long-term disability. Also, teachers may elect to convert personal business leave days to accumulated sick days at the initiation of use of days awarded by the ADESLB.

A. Personal/Family Illness or Disability

1. A teacher absent from duty because of personal illness or temporary disability which shall include illness in the immediate family shall be paid his/her full salary for the period of such absence, not to exceed the individual's advanced and accumulated sick leave time and granted sick bank days.
2. Immediate family shall include the employee's spouse, children, father, mother, brother, sister or any other person whose relationship is equivalent to that of a household relative. In addition, sick leave credit may be used by the teacher for critical illness or death of his/her grandparents or grandchildren, son-in-law daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.
3. If, at the beginning of any school year, a teacher is ill and unable to resume his/her teaching duties in this school system, and such teacher has accumulated sick leave, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work, provided he/she is not otherwise employed. Such a teacher will not be credited with any additional leave days until he/she has returned to his/her teaching duties. Upon return the teacher will be credited with days pursuant to the pro-rata basis specified previously minus any days assessed that school year by the ADESLB prior to the teacher's return to work (such assessment will be on the same pro-rata basis). The teacher may apply three (3) of these days at the end of the school year to reimburse said teacher for days lost while fulfilling eligibility requirements for the sick bank should the LEA Sick Bank require loss of days prior to eligibility.
4. When a teacher has been absent because of personal or immediate family illness or disability for ten (10) consecutive workdays, the teacher shall no longer be entitled sick leave benefits until a doctor's statement is provided confirming the illness or disability. Such statement should include, when possible, the approximate date for returning to active employment. Upon receipt of such statement said benefits will be reinstated with no loss of benefits for days in the intervening period. No actual payroll deductions shall be made related to this provision prior to allowing the employee five (5) working days to provide the doctor's statement. Such doctor's statement shall be accepted without requirement for additional medical verification.
5. A teacher absent because of personal or immediate family illness or disability for thirty (30) consecutive workdays may be required, upon reasonable notice and if reasonable doubt exists concerning the illness or disability, to submit additional, acceptable verification.
6. While a teacher is absent, and using personal or Sick Bank sick leave days, his/her status in all contractual benefits, rights, and privileges remain the same as if the teacher was actively working.
7. Any teacher whose own illness (not illness of immediate family) extends beyond the period of compensation provided by accumulated sick leave provisions shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided for in this contract, for such time necessary for complete recovery from such illness. Any teacher on leave of absence without pay or fringe benefits, except as paid by the teacher or as otherwise provided in this contract shall not be entitled to advancement on the salary schedule. Upon return from leave of absence within one (1) year of commencement of said unpaid leave, the Board will return the teacher to the exact position (unless such job has been abolished in a general instruction

change). If such leave extends beyond one year, the Board will return the teacher to a comparable position which is available, that is vacant, and for which the teacher is certified.

8. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive, from the Board, the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the teacher for the portion of his/her salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the teacher's accumulated sick leave or approved sick bank days.

B. Bereavement Leave

A teacher may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the teacher's immediate family which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister or in-laws of like relationship. These days are not to be deducted from sick leave. An additional two days, if necessary, shall be deducted from sick leave. If reasonable need exists, which cannot be covered by personal illness nor personal business leave, additional days shall be granted to extend this leave by the superintendent, or his designee, and deducted from sick leave. Notification, in some appropriate manner, shall be made at the commencement of the extension. If, due to extraordinary circumstances, notification cannot be made at that time the superintendent, or his designee, may grant the extension.

Two working days per year shall be allowed for the death of a friend or relative not elsewhere covered in this Agreement. The second day is deductible from sick leave.

C. Personal Business Leave

Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

All employees covered by this Agreement earn two (2) days off per year, with pay, for the purpose of attending to personal business. Personal Business days can accumulate to four (4) days. Any in excess of four (4) will transfer to accumulated sick leave. A person employed or returning from unpaid leave after the beginning of a school year shall be granted personal business days on a pro-rata basis of one day per each one-half of the teacher work year (e.g. in a work year with 188 days, teachers would receive one day for every 94 days worked rounded to the nearest quarter day using standard rounding procedures). A person employed on a part-time basis shall have the days prorated, based upon his/her percentage of time employed.

Special education staff earn three (3) days per year (rather than 2) and accumulate to five (5) days (rather than 4).

The day(s) must be requested by presenting the Personal Leave Day Form (Appendix B) to the building principal. The leave may be of such a nature that a request in writing ahead of time is not practical. In this event the building principal should be contacted by telephone prior to the absence and the request would be put in writing after return.

It is the district's intent that personal business days are appropriate and typical of the following obligations, although these are not all inclusive: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employees or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature. Personal business days may not be used for vacation or hunting.

D. Jury Duty

Any teacher summoned to jury duty shall be paid either an amount equal to the difference between the employee's regular daily rate and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) or his/her salary for each working day of absence providing that jury fees, less mileage, are refunded to the Board. This choice must be made at the onset of jury duty. In order to receive payment under this Section, an employee must give the employer prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days claimed.

E. Compulsory Absence

A teacher served with a subpoena resulting in his/her absence shall be paid his/her full salary providing that the witness fees, less mileage, are refunded by the teacher to the Board. No such leave shall be available if said teacher's absence is due to any dispute involving the teacher and the District.

F. Professional Leave

A teacher may request a conference day for professional improvement. It is understood that this will be granted at the discretion of the Administration. Policies for approval of expenses shall be established by the Board. The number of teachers who may be absent at any one time would be determined by the Administration. If conference days are curtailed or eliminated due to financial limitations, a Personal Business Day without expenses paid and subject to the criteria for approval of Conference Days, can be used for a Conference Day.

G. Association Leave

Fifteen (15) days shall be provided for association leave in the event the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the furtherance of its own professional purposes, or other business leaves pertinent to Association affairs. Said representatives shall be excused providing the frequency does not impair the quality effect of classroom instruction. When these days accumulate to fifteen (15) in any school year, the Association will reimburse the district for the costs of substitutes for the additional days, and providing that said request for leave has been submitted to the superintendent, consistent with past practice, for his approval as soon as possible prior to the leave. Association business shall be defined as determined by the L.E.A. Executive Board.

H. Personal Emergency

One (1) day per year is to be allowed for a personal emergency for circumstances not otherwise provided for in these leave provisions. Such day shall be granted upon request of the teacher and the day will be deducted from accumulated sick leave.

I. Sabbatical Leave

A teacher shall be granted a leave of absence without pay or fringe benefits, except as paid by the teacher, for up to two years of graduate study providing the request is submitted by June 30. The teacher will be allowed up to two year's credit on the salary schedule provided he/she satisfactorily completes his/her graduate study. Upon return from graduate study the Board will return the teacher to an available position for which he/she is certified. During the period of such leave the teacher shall, upon request, submit verification of continuing fulfillment of the purpose for the leave. Should the conditions not be fulfilled the teacher shall be subject to immediate recall to an available position for which the teacher is certified.

J. Medical Leave

A teacher may be granted a Medical Leave without pay or fringe benefits, except as paid by the teacher, for up to one (1) year in relation to the illness of a family member. Upon return the teacher shall return to the same position or a similar position for which he/she is certified. The teacher must provide with the request, the statement of a physician, acceptable to the Board, which indicates that there is a medical justification for the leave. The teacher will not advance on the salary schedule if the leave extends more than one-half of the number of teacher workdays in a school year.

K. Military Leave

Any teacher who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay or fringe benefits for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's teaching service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

L. Reduction in Staff Leave

During a reduction in staff any teacher may request a leave of absence for a period not to exceed two (2) years without pay or fringe benefits. The leave shall be granted on a first-come, first-served basis if said leave would result in the return of a teacher from the reduction in staff list or avoid the layoff of a teacher currently on staff.

Any teacher requesting a reduction in staff leave prior to July 1, shall be returned during the school year following said leave to the position from which leave is taken unless said position has been abolished. For those employees on the "Displaced Staff Guaranteed a Position" list when such leave is approved, they will be returned to the "Displaced List" for staffing purposes the following school year. Any teacher requesting a reduction in staff leave for two years or any teacher requesting such leave on or following July 1, shall be returned to an available position consistent with seniority and staffing rules prevailing. For all teachers requesting and receiving a reduction in staff leave, medical insurance (or the medical waiver plan, if applicable) shall be provided through August 31 preceding the leave of absence.

M. Personal Leave

A Personal Leave, without pay or fringe benefits, may be requested and the individual determination will be at the discretion of the Board of Education. For such a leave that is short-term (e.g. one week versus one trimester) and, therefore, does not result in the termination of fringe benefits, the employee will be charged with the daily value of medical insurance for each day of the leave if the employee carries medical insurance. This daily charge will be calculated by multiplying the employee's monthly medical Cobra rate by twelve and dividing the total by 365. Such charge will occur through payroll deduction on a schedule determined by management. Return rights shall be determined at the time of the request.

N. Parental Leave

Upon written application a teacher shall be granted a Parental Leave for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years provided:

1. The employee must submit the request sixty (60) calendar days prior to the commencement of the leave.
2. Verification from a doctor or legal agency must be submitted with the leave request that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.
3.
 - a. The commencement of the leave must be no later than the expected date of delivery or day scheduled for receiving the adopted child or the termination of a medically approved disability leave relating to the birth of a child.
 - b. For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent.
 - c. Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is canceled.
4. The employee must indicate with the leave request the termination date of the leave as based on the options following:
 - a. **Guaranteed Same Position Option:** A teacher may return to the exact position (unless such job has been abolished in a general instructional change) if: 1) leave commences during the school year and return is within ninety (90) school days within the same school year; 2) leave commences immediately prior to or during the school year and return is at the beginning of the following school year; or 3) leave is effective at the end of the current school year and request is to return by the beginning of any trimester of the following school year. A parental leave may be extended by written request thirty (30) calendar days prior to the termination of the current leave.
 - b. **Return If A Vacancy Exists Option:** A teacher may set the termination date at the beginning of any trimester within two (2) calendar years from the commencement date of the leave. Following the termination date the teacher will be returned to the first available position for which the teacher is certified;

and whenever possible, to a position comparable to that held prior to the leave. If no vacancy exists the teacher shall be placed according to procedures in Article 10.

5. During such parental leave the teacher shall not be entitled to any pay or other fringe benefits. Such leave shall not constitute a break in service and shall not be counted as employment time for the purpose of salary schedule placement or seniority except as otherwise provided in this Agreement.
6. The employee cannot otherwise be employed during the period of such leave. If the employee becomes otherwise employed he/she shall be subject to immediate return to work in an available position for which he/she is certified.

ARTICLE 14

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his/her classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that teachers cannot maintain the proper classroom atmosphere when, and if, they are charged with the responsibility of serving as custodians for persistently and/or excessively disruptive students. It shall be the responsibility of the teacher to report immediately to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. If criminal or civil proceedings are brought against a teacher arising out of disciplinary action taken by a teacher against a student, the Board, upon request, will provide initial legal counsel to advise the teacher of his/her rights. The Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend the teacher in such proceedings. If the request is denied, a three member committee consisting of a member of the LEA, a member of the Administration, and a member of the Board will review for a final decision on providing counsel.
- C. Time lost by a teacher in connection with any incident involving assault by a student shall not be charged against the teacher.
- D. The Board will reimburse employees for any loss, damage or destruction of clothing or glasses of the employee while fulfilling professional duties and assignments. Vehicle reimbursement will be provided subject to these conditions: 1) the vehicle must have been parked in a designated teacher parking area; 2) the damage must have occurred during regular school hours; 3) a police report must be filed; 4) the damage must be judged by the police to have been vandalism rather than the result of an accident; 5) if the guilty parties are tentatively identified the teacher must assist in the prosecution or discipline of the parties; 6) the maximum reimbursement shall be one hundred dollars (\$100). The Board and Association agree that there shall be no duplication of benefits and such reimbursement will be determined after the employees personal insurance coverage benefits, if any, are deducted from the amount of the claim. This will not include theft. The Board reserves the right to fully investigate with the cooperation of the teacher, the circumstances surrounding such a claim for the purpose of determining whether students or other individuals may be held liable for any such damage.

- E. Except in life threatening or emergency situations no teacher shall be expected to perform medical or hygiene procedures for students such as, but not limited to, suctioning, catheterization, toileting, diapering, or attending to any personal hygiene or medical needs of students. The Board will endeavor to provide ongoing medical and hygiene procedures for students utilizing staff other than classroom teachers. If extenuating circumstances arise in specific situations, the administration may meet with the teacher and an LEA representative to discuss problems and how they will be solved. Any solutions must be mutually agreeable before enacted.

The section is not intended to limit or alter the responsibility of teachers specialized areas such as physical education and athletics.

ARTICLE 15

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a teacher, or a group of teachers, of an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement or any rule or regulation of the Board affecting conditions of employment of a teacher or group of teachers.
2. Days - shall be defined as school days. During summer vacation, days shall be defined as those days that the Central Administration Office is normally open for business.

B. Purpose

1. The purpose of the Grievance Procedure is to secure at the lowest possible administrative level, proper solutions to a grievance. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the administration.

C. Procedure

1. The aggrieved teacher, or a designated teacher from a group having the same cause of complaint, may himself, or at the request of the aggrieved, in the company of, or represented by, the appropriate Association Representative who, in any case, shall have the right to attend the meeting, shall present the matter in writing to the principal of the particular school or his/her designated representative within ten (10) school days of the alleged violation or discovery thereof and shall attempt adjustment of the dispute. The principal shall have three (3) school days in which to give a written answer to the complaint at this step.
2. If the grievance is not satisfactorily settled in the foregoing manner, the Association shall have the right, within five (5) school days after the expiration of the three (3) school days allowed for the principal's written answer at Step 1, to submit the grievance in writing to the Superintendent. The Step 2 hearing will be held within five (5) school days of the submission of the written grievance. The Superintendent shall have ten (10) school days to transmit his/her decision and reasons therefore in writing to the Association.

3. If the decision of the Superintendent is not satisfactory to the Association and if the grievance involves an alleged violation, misinterpretation, or misapplication of a specific Article and Section of the Agreement the Association may submit the grievance to Arbitration by written notice delivered to the Superintendent within ten (10) school days after receipt of the Superintendent's answer in Paragraph 2. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. The parties shall attempt, within five (5) school days after receipt of the notice of submission, to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association no later than twenty (20) calendar days after receipt of the notice of submission to arbitration unless both parties agree, in writing, to extend the time limitation. The parties will be bound by the rules and procedures of the American Arbitration Association.
4. Powers of the Arbitrator. It shall be the function of the Arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in writing, setting forth his/her findings and conclusions in a case of alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement.
 - a. He/she shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, nor shall he/she make any decisions which require the commission of an act prohibited by law or requires the Board to reinstate or reemploy any probationary teacher whose services were discontinued for unsatisfactory teaching performance, as determined through the evaluation process.
 - b. Grievances pertaining to the termination of services or failure to reemploy any probationary teacher for unsatisfactory teaching performance, as determined through the evaluation process, will be limited to the second step (Superintendent level) and shall not proceed to arbitration.
5. At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Board and the Association having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the Board and Association a reasonable opportunity to furnish briefs.
6. The fees and expenses of the Arbitrator and the fees and expenses of the Arbitration, including the expense of a transcript, if requested or required by the Arbitrator, shall be shared equally by the Board and the Association. The expenses of, and the compensation of, each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.
7. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board, and judgment thereon may be entered in any court of competent jurisdiction.
8. If any tenure teacher or probationary teacher, except for a probationary teacher dismissed for unsatisfactory teaching performance as determined through the evaluation process, for whom a grievance is sustained shall be found to have been unjustly

discharged, he/she shall be reinstated with full reimbursement to all professional compensation lost and shall be entitled to all provisions of the Agreement retroactive.

9. If the time limits described and defined in this procedure are not observed by the Association, the grievance will be considered to be abandoned. If the time limits described and defined in this particular Grievance Procedure are not observed by the Board, the Association may process the grievance to the next step.
10. Any grievance arising under this Agreement and properly processed under the procedure herein provided shall be considered a live grievance until finally disposed of under the terms of this Contract, regardless of whether the term of this Agreement has expired during the interim.
11. If the grievance arises from action or inaction at a level above the principal, the teacher or group of teachers may submit such grievance, in writing, to the Superintendent directly within ten (10) days of the alleged violation or discovery thereof, and the processing of such grievance shall begin at Step 2.
12. All grievance meetings will be held after school hours unless the time is mutually agreed between the Association and Board.
13. For the purpose of assisting a teacher in the prosecution or defense of any contractual, administrative, or legal proceedings, including, but not limited to, grievances, and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceedings. Teachers would be allowed to request an official of the Association to be present when reviewing personnel files. The Board shall be held harmless by the Association from any and all claims, demands, suits and other forms of liability by reasons of actions taken by the employee for the purpose of compliance with this section as a result of information divulged by the Association against the wishes of the employee.
14. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the Personnel File of any of the participants.
15. Grievances pertaining to assignment and/or recall of teachers will be limited to Step 2 (Superintendent's level) and shall not proceed to arbitration if the Association, within ten (10) days of receiving written notice of the assignment and/or recall, had not raised a related objection or concern. Such limitation is reflective of mutual responsibility of the Board and Association for reviewing staffing decisions and ensuring that all staffing matters are handled in accord with contract provisions.

ARTICLE 16

PROFESSIONAL RESPONSIBILITIES

The Association recognizes that strikes, as defined by Section 1 of the Michigan Public Act #336 of 1947 as amended, by teachers are contrary to law and public policy. The Association agrees it will not direct, authorize, instigate, encourage, condone, support or participate in any strike by any teacher or

group of teachers and that in the event any such strike should occur, it will exert every effort reasonable within its power to terminate the same forthwith.

ARTICLE 17

EFFECTIVE SCHOOL COMMITTEE

An Effective School Committee (ESC) shall be established at each building to work on matters relating to school improvement. The number of teachers involved on the Effective School Committee (ESC) and the duration of their term shall be determined independently by the teaching staff at each building, with a minimum number of three (3) teachers and three (3) years being the maximum term. Once the number of teachers on the committee and the length of terms have been determined, teachers in the building will elect their representatives to serve on the ESC. This election will be conducted by the LEA building representative prior to June 1. An additional election may be held at the beginning of the following school year, if indicated by need or interest. All participation on the ESC will be voluntary. It is recognized that this process in no way limits participation on the ESC to exclude other parties with interest in school improvement.

In order to explain and facilitate the function and operation of ESCs, in-service may be planned by the District Curriculum and School Improvement Council and will be conducted on a need basis to be mutually determined by the Board and the LEA.

In reaching decisions, the ESC will use the concept of consensus. It is recognized that consensus is not defined as "rule of the majority." If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would continue on both sides of the issue until consensus is reached. Consensus on an issue does not imply that total approval has been reached or granted, but rather that all involved in making the decision can accept what is proposed. If it is agreed, after extended discussion, that the ESC cannot achieve consensus for a decision, then the ESC may involve the District Curriculum and School Improvement Council, or other mutually agreeable parties, to work in an advisory capacity with the ESC to aid in reaching consensus.

Leadership of the ESC will be determined yearly by consensus of the ESC. It is recommended that the leadership consist of a principal and teacher acting as chairs. It will be the function of the ESC chairperson(s), working with members of the ESC, to develop an agenda for the ESC meetings. It is agreed and understood that ESC meetings are open to all teachers when such meetings do not conflict with regular teaching assignments, and that the ESC will regularly communicate with the entire teaching staff.

Yearly, each ESC shall have placed in its budget an amount equal to twice the per diem substitute teacher rate for each teacher on the committee, up to maximums as follows:

Twelve (12) Days	Secondary Buildings
Ten (10) Days	Elementary Buildings with 22 or more Certified Staff
Eight (8) Days	Elementary Buildings with less than 22 Certified Staff

Additional funds may be provided to ESCs if so approved by the Board. The ESC budget may be used to pay stipends for work outside of the contractual school day, to pay substitutes needed to cover for ESC members during the regular instructional day, to purchase materials to be used to accomplish the school improvement plan or other purposes deemed worthy by the ESC. Stipends for work outside of the contractual school day, if any, will be paid at a rate agreed upon by the individual ESC, up to an amount equal to the per diem substitute rate, rather than any rate established elsewhere in the agreement.

If any proposed element(s) of a school improvement plan conflicts with the terms of the ***Master Agreement*** or with Board policy, the ESC must request a review by the appropriate group(s) concerning the area(s) of conflict. Deviations or waivers of the ***Master Agreement*** must be approved by the Board and Association. Requests for deviations or waivers of Board policy will be reviewed by the District Curriculum and School Improvement Council, with recommendations, if any, sent to the Superintendent for presentation to the Board for consideration. Failure to consent to a requested deviation or waiver will not be cause for a grievance or unfair labor practice by either party.

ARTICLE 18

LENGTH OF SERVICE LISTS

- A. On October 1st and February 1st of each year, the Board of Education will provide the Association with a list of teachers, indicating their length of service to the school system. The Association will review the list and certify it as to accuracy. Throughout the year the Chairperson of the Membership Committee of the Association shall be notified of all changes in the status of bargaining unit members when or as they occur.
- B. Seniority shall be defined as total time of unbroken service to the system in a bargaining unit position. Such service shall be calculated from the first day of work. In the event it is necessary to break a tie in the length of service list, the date of issuance of the individual teacher's initial contract will serve as the tie breaker, with the first hired teacher having the greatest seniority. In the event ties still exist, a lottery, mutually agreed upon by the Board and the Association will serve as the tie breaker.
- C. Persons on approved leaves of absence and persons on layoff shall not be considered as having a break in service.
- D. For seniority and salary schedule placement purposes, teachers serving thirty (30) or more working days during a trimester will be given credit for one trimester.
- E. Bargaining unit personnel working less than full-time will receive salary schedule and seniority credit as follows:
 - 1. Teachers working half-time or less will receive one and one-half (1.5) trimester credit for each year worked.
 - 2. Teachers working more than half-time will receive full credit for each trimester worked.
- F. Any bargaining unit member who becomes an administrator in the district is considered to have a break in service and has his/her seniority frozen at that time. Should said administrator return to the bargaining unit he/she will be placed on the seniority list commensurate with his/her frozen seniority credit.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared at the expense of the Board, and presented to all teachers now or hereafter employed by the Board.

- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of the Agreement shall govern.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Representatives of the Board and the Association's bargaining committees will meet on the last school day of each month, or on another mutually agreeable date, for the purpose of communicating on District matters of mutual interest, reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Further, one such meeting will be held in August on a mutually agreeable date to discuss matters pertaining to the ensuing school year. Each party will submit to the other on, or before, the Friday prior to the meeting or on another mutually agreeable date, an agenda covering what they wish to discuss.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committees shall be empowered to effect temporary accommodations to resolve special problems.

It is understood that such meetings will be held outside the regular school hours. In situations where both parties mutually agree that special circumstances exist, the parties may mutually agree to meet during school hours with the mutually agreed upon teachers present being given released time.

ARTICLE 20

FRINGE BENEFITS

It is the responsibility of each teacher to apply for the following insurance coverages. No teacher will actually be covered by any insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said coverage for any period when the employee is not covered by the carrier due to a failure on the employee's part to make timely application. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling regarding all matters concerning benefits, eligibility, termination of coverage and other matters covered by the contract or policy issued by the insurance company. Thus, in the event there is any conflict between the provisions of this Article and the terms of any contract or policy issued by an insurance company, the terms of the contract or policy issued by the insurance company shall prevail. The failure of any insurance company to provide any of the benefits for which it has contracted for any reason shall not result in any liability to the School District or Board of Education nor shall such failure be considered to constitute a breach of this Collective Bargaining Agreement. Disputes between any insurance company and bargaining unit members or beneficiaries of bargaining unit members shall not be subject to the grievance procedure. The insurance benefits described in this Article generally shall commence as follows:

- (1) first day of the month following each new employee's first workday;
- (2) first day of the month following an employee's first workday when returning from an unpaid leave of absence in which benefits were terminated;
- (3) for part-time employees increasing hours or moving to a full-time position which results in increased eligibility, the first day of the month following such eligibility.

However, if the first teacher workday of any school year is on or after September 1, any employee referenced above in (1), (2), or (3) who works the first workday shall have insurance benefits commence on that day rather than the first day of the following month.

Commencement of insurance benefits is dependent upon the bargaining unit member having properly completed the necessary forms and having been enrolled for coverage by the insurance company.

It is the responsibility of the Board to insure that each teacher receives all forms necessary to apply for said insurance coverage at the time of initial employment for new hires or employees returning from leaves, or upon a teacher's request during open enrollment periods.

Changes in family status shall be reported by the employee to the Human Resources office. The employee shall be responsible for any overpayment of premiums made by the district on his/her behalf after the 30 day grace period.

- A. Long Term Disability Insurance - Will include the following provisions:
 The Board will provide the teacher LTD coverage
 66 2/3% of salary after ninety (90) calendar days qualifying period
 \$4,300 monthly maximum
 24 hour coverage, immediate employee eligibility
 Pre-existing conditions, limitation waived
 Social Security freeze with family offset
 50% maximum offset to benefit of wages
 Six (6) months before new waiting period is required
 Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.
 L.T.D. after ninety (90) days.
 Mental, nervous, drug and alcohol:
 These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.
- B. Life Insurance - For all full-time teachers, the Board agrees to provide \$75,000 group term life insurance that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule. If the teacher becomes totally disabled, from any cause, prior to his/her 65th birthday the life insurance in effect at the time of such disability (e.g. \$75,000) will be continued at school district expense only for the period of time she/he is receiving long term disability benefits pursuant to the District's long term disability insurance policy. Though group term life insurance is not provided for a teacher who becomes totally disabled on or after his/her 65th birthday, under State Law such teachers may be able to convert their life insurance coverage to an ordinary term life insurance policy within 31 days of termination of the coverage by contacting the Human Resources Office or the District's life insurance carrier. Part-time teachers will receive prorated life insurance.
- C. Medical Insurance
1. The Board will provide teachers with MESSA Choices II medical insurance with \$200/400 deductible, \$5.00 office visit, and \$10/\$20 prescription co-pay. Teachers will pay 4% of the monthly premium through payroll deduction on a schedule to be determined by the Board after consultation with the Association.

2. At the teacher's election, the benefit provided by the Medical Insurance Waiver Plan attached as Appendix D according to the terms of the Plan will be provided instead of the medical insurance.
 - a. The monthly medical insurance waiver plan payment shall be \$200.00.
 - b. The monthly medical insurance waiver plan is available only to employees working one-half time or more and not taking medical benefits through the MPSERS.
3. Teachers covered by another medical care plan are not eligible for medical insurance coverage unless the other coverage is terminated. Should it be impossible for the employee to terminate the other insurance the employee will receive the district medical care benefit.
4. The medical care benefit shall be available to all part-time regular employees. If the part-time employee chooses, the Board shall pay a pro-rated portion of the premium cost minus 4% and the employee shall pay the difference.
5. Each year, September will be the open enrollment periods for teachers to select their medical insurance plan.
6. The Board agrees to make a Flexible Spending Account (FSA) plan available for medical and other allowable purposes.

D. Dental Insurance

1. The Board will provide full-time teachers and their eligible dependents, dental insurance with a benefit level of 80% Class I, 80% Class II, 80% Class III, 80% Class IV. Each insured person is limited to a maximum of \$2,000 for Class I, II, and III expenses in any one benefit year and \$1200 lifetime for Class IV. Such insurance will be self-funded and will utilize the ADN Network with benefit level as described in Appendix G.
2. If the teacher is eligible for other group dental care through a spouse, either within or outside the bargaining unit, dental insurance with a benefit level of 50% Class I, 50% Class II, 50% Class III, and 50% Class IV will be provided. Each insured person is limited to a maximum of \$2,000 for Class I, II, III expenses in any one benefit year and \$1,200 lifetime for Class IV. Such insurance will be self-funded and will utilize the ADN Network with benefit level as described in Appendix G. Benefits will be coordinated up to 100% of the dental charge. If the plan of the teacher's spouse is less than the district's 50% plan, or if the spouse's plan will not coordinate benefits, the teacher may choose either the 80-80-80-80 group or the 50-50-50-50 group.
3. All part-time teachers teaching one-half time or more will be provided dental insurance for themselves and their eligible dependents. All such teachers will be placed in the 50-50-50-50 group.
4. Effective October 1, 2009, dental insurance will include endosteal implants subject to limits of the policy.

E. Vision Insurance

The Board will provide, without cost to full-time teachers, a vision care plan for all teachers and their eligible dependents. Such plan will be self-funded and will utilize the NVA Network. Benefit levels will be as follows:

<u>Services</u>	<u>In Network</u>	<u>Out of Network</u>
Examination <i>Once every 12 months</i>	Covered 100%	Up to \$75
Frames <i>Once every 12 months</i>	Up to \$80 Retail	\$80
Lenses <i>Once every 12 months</i>		Clear/Color Tints & Coats/Polarized
Single	Covered 100%	\$48/\$52/\$66
Bifocal	Covered 100%	\$70/\$80/\$100
Trifocal	Covered 100%	\$82/\$94/\$120
Lenticular	Covered 100%	\$118/\$128/\$148
Contact Lenses	(In lieu of lenses/frames)	
Elective	\$130	\$130
Medically necessary	Covered 100%	\$200
I. Covered Charges	Non-Covered Charges	
Oversize Lenses	Progressive Multifocals	
Blended Bifocal	Polycarbonate	
Photochromic	High Index	
Polarized/Laminated	UV Protection	
Solid Tints and Dyes	Scratch Resistant Coating	
Plastic Gradient Dye	Anti-Reflective Coat	
Color Coating		
Rimless Mounting		

Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The teacher is responsible for paying the cost of materials and services above the maximum reimbursement amount.

2. The Board will provide, without cost to the teacher, a vision care plan for all part-time teachers (and their eligible dependents) working one-half time or more. Such plan will be self-funded and will utilize the NVA Network. Benefit levels will be as follows:

<u>Services</u>	<u>In Network</u>	<u>Out of Network</u>
Examination <i>Once every 12 months</i>	Covered 100% *	\$25
Frames <i>Once every 12 months</i>	\$65 *	\$20
Lenses <i>Once every 12 months</i>	Covered 100% *	
Single		\$25
Bifocal		\$29
Trifocal		\$35
Lenticular		\$45
Contact Lenses (Pair-including the exam)	\$65	\$65

* Covered charges for vision care services and materials, other than contact lenses, obtained from an in network provider are subject to a deductible of \$10.00 for each examination and an additional deductible of \$25.00 for the combined charges for lenses and frames.

II. Covered Charges	Non-Covered Charges
Oversize Lenses	Progressive Multifocals
Blended Bifocal	Polycarbonate
Photochromic	High Index
Polarized/Laminated	UV Protection
Solid Tints and Dyes	Scratch Resistant Coating
Plastic Gradient Dye	Anti-Reflective Coat
Color Coating	
Rimless Mounting	

Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The teacher is responsible for paying the cost of materials and services above the maximum reimbursement amount.

F. Retirement Allowance - The Board agrees to provide \$300 upon retirement to teachers who have taught for the district ten (10) years. In addition, the Board agrees to provide \$30 per year for district teaching above the ten (10) year level upon retirement.

G. Longevity Allowance – Except for 2011-2012 in which no payments will be made, the payments designated below shall be made annually to teachers whose continuous service as a teacher in the district has reached the designated number of years by the last day of the school year. Time on unpaid leave shall not constitute a break in service but shall not be counted for the purpose of this payment. The teacher must have been employed through the final day of the school year; no proration of this benefit will be made. Payment is made at the conclusion of the school year.

15 school years	2.70% BA Step 10
20 school years	3.05% BA Step 10
25 school years	3.40% BA Step 10
30 school years	3.75% BA Step 10

H. Unused Sick Days

1. This section becomes effective when a teacher has at least 60 accumulated sick days.
2. Sick days shall be credited for each school year as determined in Article 13.

3.
 - a. At the end of each school year the Board shall pay for each accumulated sickday over 60 at the rate of \$25.00 or the amount in paragraph b. below, whichever is greater; or the teacher shall be permitted to donate any or all of his/her unused sick days to the Disability and Employee Sick Leave Bank.
 - b. For each one tenth (.1) day reduction in average sick day usage per teacher thirty cents (.30) will be added to the flat rate listed in paragraph a. above. The reduction in average sick day usage per teacher will be determined by subtracting the current year average sick day usage per teacher from the average sick day usage per teacher for the previous four (4) years.
4. Upon termination a teacher shall receive, for all accumulated sick days the same flat rate as in paragraph 3. above; or the teacher shall be permitted to donate any or all of his/her sick days to the Disability and Employee Sick Leave Bank.
5. At the beginning of the school year in which a teacher first reaches 60 accumulated sick days, he/she will be so notified in writing by the Administration. After such notification he/she will be required to choose in writing whether to accumulate his/her sick days to 188 days or to have his/her days purchased after 60 days are accumulated. Any teacher who chooses to retain his/her accumulated sick days to 188 days, for whatever reason, shall irrevocably give up any rights to benefits from this section including sick day buydown and donation to the Disability and Employee Sick Leave Bank.
6. Any teacher returning to a position in the Lapeer Community Schools from Long Term Disability, who utilized all of his/her accumulated sick days to qualify for LTD, shall have the number of days accumulated at the commencement of the LTD waiting period available to him/her, at the teacher's option. Any days used in excess of days normally earned and credited shall be considered borrowed from the School District and shall be repaid on a basis mutually agreed between the Board and the Association. If the teacher leaves the district before any borrowed days have been repaid, the repayment for any such days shall be deducted from the teacher's final pay at the rate in effect at the time the days were borrowed.

I. Early Notification of Termination Payment

The Board agrees to provide payment to any teacher, whether active or on leave, who submits to the Board his/her written notice of retirement or resignation effective at the conclusion of the current school year. This payment shall be prorated for part-time teachers and shall be made in one of the following amounts dependent upon when the written notice was submitted.

- 1) Not later than February 1 - \$1,000
- 2) Not later than March 21 - \$500

J. Benefit Duration for Retiring/Resigning Employees

Benefits shall be maintained for retiring or resigning employees as follows:

1. For employees who resign effective at the end of the school year and are eligible for MPSERS benefits, all Board-paid insurances except long-term disability and medical insurance shall terminate at the end of the last month of employment. Medical insurance shall be Board-paid through August.

For employees who resign effective mid-school year and are eligible for MPSERS benefits, all Board-paid insurances except long-term disability shall terminate at the end of the last month of employment.

For employees who resign but are not eligible for MPSERS benefits, Board-paid insurances will continue as follows:

- a. For employees completing the full school year, all health insurances (i.e. medical, dental, and vision) and life insurance will continue through the immediately following August;
 - b. For employees not completing the full school year, all Board-paid insurances shall terminate immediately following the last day of employment.
2. For every employee who resigns for any reason, long-term disability insurance shall terminate immediately following the employee's last day at work.

ARTICLE 21

SALARY SCHEDULE

- A. The salary schedule shall be effective for the respective school year. The salaries contained therein shall be full compensation for the services performed by the teacher for the respective school year as covered by this Agreement.

Teachers may elect one of three payment options. The options are:

1. 26 pay option will provide for payment of one twenty-sixth of the salary to be paid for each of 26 bi-weekly pay dates;
2. 21 pay option will provide for payment of one twenty-first of the salary to be paid for each of 21 bi-weekly pay dates; or
3. 26 lump sum pay option will provide for 20 payments of one twenty-sixth of the salary to be paid for each of the first 20 bi-weekly pay dates and a lump sum equal to the balance of the annual salary to be paid on the 21st bi-weekly pay date. Note: This option will be available only to teachers taking this option as of June 30, 2011.

New teachers select one such option during the entrance review. Veteran teachers shall provide written notification to the Human Resources Office no later than August 15 of each school year if a change in payment option is desired. Absent such written notification, the payment option shall be the same as the prior school year.

Under all options, the first pay date will be the first regular District pay date following the beginning of the teacher's school year. Teachers shall not have their pay balanced to date except in those cases where the teacher's employment has been terminated.

TEACHERS' SALARY SCHEDULE

2011-2012

EXP.	B.A.	B.A. + 18	M.A.	M.A. + 15	M.A. + 30
0.0	\$34893	\$36690	\$38579	\$40772	\$43086
1.0	\$36690	\$38579	\$40772	\$43086	\$45535
2.0	\$38579	\$40565	\$43086	\$45535	\$48123
3.0	\$40565	\$42657	\$45535	\$48123	\$50855
4.0	\$42657	\$44853	\$48123	\$50855	\$53744
5.0	\$44853	\$47163	\$50855	\$53744	\$56797
6.0	\$47163	\$49591	\$53744	\$56797	\$60022
7.0	\$49591	\$52146	\$56797	\$60022	\$63431
8.0	\$52146	\$54831	\$60022	\$63431	\$67033
9.0	\$54831	\$57656	\$63431	\$67033	\$70842
10.0	\$57656	\$60624	\$67033	\$70842	\$74866
11.0	\$58340	\$61344	\$67830	\$71683	\$75754

B. For teachers to qualify for BA+18, MA, MA+15, or MA+30/Ed.Specialist the following conditions must be met:

1. For BA+18, the teacher must present verification, from a state college or university, empowered to recommend Continuing and/or Professional Education Certification, that the teacher has completed 18 semester hours of graduate level work in the education field, an academic area related to the subject(s) for which the teacher is certified, or as part of a planned program leading to additional teaching/administrative certificate endorsement(s); all of which shall be applicable to being granted a Professional Certificate under the rules currently in effect. Such rules require that each of the 18 semester hours must have been earned "after the issuance of the Provisional Certificate". The teacher need not have met the experience or reading requirements for the certificate.
2. For MA, the teacher must present a Master's degree program from an institution accredited by the National Council for Accreditation of Teacher Education (NCATE) or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association to the District Professional Preparation Review (DPPR) Committee. Each semester hour or credit associated with said Masters Degree Program must be earned after issuance of the Provisional Certificate. The DPPR Committee shall consider said program for approval with such consideration to include the following:
 - a. Relationship and benefit to the teacher's current assignment, and to teaching in subject areas, other than the teacher's current assignment, that the teacher is certified to teach;
 - b. Relationship to receipt of additional teacher certificate endorsement(s) or an administrator endorsement.

The DPPR Committee may require the teacher to submit written information in support of his/her proposed program and/or may require the teacher to personally discuss the proposed program with the committee.

Master's programs in education, educational administration, and curriculum from NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institution will be accepted by the DPPR Committee.

It is recommended that a proposed Master's program be presented to the DPPR Committee *prior* to enrollment in the program.

The DPPR Committee shall be comprised of one representative appointed by the Board and one representative appointed by the Association. The Committee shall meet as the Committee may determine necessary.

Decisions of the DPPR Committee shall be by majority vote and shall be considered final and binding. Such decisions may not be contested by the Board or Association and shall not be cause for a grievance or unfair labor practice charge by either party. Should the vote be split 1-1, the parties shall mutually select an impartial third party to make the decision. Such decision shall not be contested by the Board or Association and shall not be cause for a grievance or unfair labor practice charge by either party.

3. For MA+15 or MA+30 not leading to in a second master's degree, an Ed.S. degree, an Ed.D. degree, or a Ph.D. degree, the teacher must complete fifteen (15) or thirty (30) semester hours, respectively, of graduate level work in, or transferable to, an NCATE or

North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institution after the completion of the Master's Degree. The work must be part of a planned program leading to additional certificate endorsement(s), or in a planned program in an academic area demonstrably related to subject(s) for which the teacher is certified to teach. Such planned programs shall be reviewed by the DPPR Committee pursuant to the process specified above in B.,2. A teacher who would like to use this method to move horizontally on the salary schedule must attach to the DPPR form a letter or other documentation from the university or college which verifies the following:

- a. The coursework is graduate level;
- b. The coursework results in the awarding of semester credits that will be recorded on a transcript.

At the discretion of the Board and as a rare exception to the aforementioned NCATE standard, credit may be given for graduate courses not transferable to an NCATE accredited institution if said courses are deemed beneficial to the teaching of the curriculum in Lapeer Schools and if course requirements are deemed equivalent to requirements of graduate courses of NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institutions. Approval to take a graduate course not transferable to an NCATE or North Central Association of Colleges and Schools (NCA) or other such regional accreditation association accredited institution must be received prior to enrollment and completion of the course.

For MA+15 or MA+30 in a planned program leading to a second master's degree, an Ed.S. degree, an Ed.D. degree, or a Ph.D. degree in public school administration, counseling, a special education area or in a field of education in an area demonstrably related to subject(s) for which the teacher is certified to teach or in an academic area demonstrably related to subject(s) for which the teacher is certified to teach, the teacher must complete fifteen (15) semester hours of graduate level work or such degree in, or transferable to, an NCATE institution or institution accredited by North Central Association of Colleges and Schools (NCA) or other such regional accreditation association after completion of the master's degree.

4. For employees in support positions not requiring teaching certificates (e.g. psychologist, speech pathologist, etc), the DPPR Committee will determine initial salary placement and conditions pertaining to horizontal movement on the salary schedule.

To ensure full and timely salary adjustments, teachers qualifying for new placements on the salary schedule must submit the "Change in Salary Status" form to the Human Resources Office by August 15 and January 15 of each year. Salary adjustments will be authorized at the time of submission pending each teacher submitting related and proper verification to the Human Resources Office by the following September 1st and February 1st for August or January submission, respectively, as referenced above. Such adjustment shall be awarded to begin the school year or January 25 (or first workday thereafter). Forms will be accepted up to 30 days following the above submission deadlines of August 15 and January 15 with the express understanding that related salary adjustment only shall be made prospectively.

C. Additional Provisions of the Salary Schedule:

1. All tenure teachers coming into the Lapeer School System should consider themselves on probation for the first two years.

2. A teacher absent for any purpose other than those listed in the Leave Policy shall be deducted the amount the teacher earns per day on the contractual salary.
3. Military Service - Up to two (2) years credit on the salary schedule may be allowed for military service if military service occurs after receiving a teaching certificate.
4. Teachers shall be provided their annual salary based on their approved experience as completed by the beginning of the current school year (including half-steps for experience, where applicable).
5. Payment for assignments of less than or more than 100% shall be based on a percentage of a full-time assignment rounded to the nearest one-hundredth using standard rounding procedures. At the elementary school level, teaching half time (e.g. a job share) is a 50% assignment.

As referenced in Article 7, G, less than full-time middle school teachers are paid as follows based on percentage of full-time salary for each trimester taught.

- Each core class equals 16.07%
- Each elective equals 14.29%
- I-Connect equals 7.15%

Similarly, at the middle school level, a full-time teacher who teaches an elective during what otherwise would be his/her individual planning period is compensated an additional 14.29% for teaching this additional elective. Payment for teaching full time plus an additional elective is calculated as 114.29% of the full-time salary for each trimester in which the additional elective is taught (e.g. a full-time teacher whose annual salary is \$60,000 would earn \$22,858 for teaching full time plus an additional elective for one trimester).

Except for the 2011-2012 school year when high school teachers will receive no additional compensation for teaching without an individual planning period for one trimester, a full-time high school teacher who teaches a class during what otherwise would be his/her individual conference period is compensated an additional 23.07% for the trimester the additional class is taught. Payment for teaching full time plus an additional class is calculated as 123.07% of the full-time salary for each trimester in which the additional class is taught. For example, a full-time teacher whose annual salary is \$75,000 with an overage for one trimester would receive additional compensation calculated as follows with the example being a third trimester overage.

$$\$75,000/3 = \$25,000$$

Full-time salary divided by the number of terms in a school year = Per Term Salary

$$\$25,000 \times .2307 = \$5,768$$

Per term salary multiplied by amount of overage within the term (i.e. $\frac{1}{4} = 25\%$) = Amount of overage)

$$\$25,000 + \$5,768 = \$30,768$$

Per term salary plus overage amount = Amount of salary for term of overage

$$\$25,000 + \$25,000 + 30,768 = \$80,768$$

Total Yearly Salary

Similarly, less than full-time high school teachers are paid 7.69% of full-time annual salary for each class taught per trimester. For example, a teacher whose annual salary is

\$75,000 and who teaches 12 out of 13 classes during the school year would receive salary calculated as follows:

$$12 \times 7.69\% = 92.28\%$$

Number of classes taught multiplied by annual percentage per class = yearly percentage.

$$\$75,000 \times 92.28\% = \$69,210$$

Annual salary multiplied by yearly percentage = Total Yearly Salary

Finally, the administration may consider a position comprised of assignments at two or more levels (i.e. elementary school, middle school, high school) as 100% even if the total percentages worked, as referenced above, do not total 100%.

6. For teachers whose percentage of assignment changes during the school year, salary payment will be made pursuant to the following procedures.
 - a. For positions scheduled to reduce in percentage following the first marking period of a school year, the individual employment contract will specify the total annual compensation. Payment for such contract shall be spread evenly across the school year as selected by the teacher pursuant to Article 21., A. of the ***Master Agreement***.
 - b. For positions that are scheduled to increase in percentage following the first marking period of a school year, the initial individual employment contract will specify compensation based on the assignment at the beginning of the school year. Payment for such contract shall be spread evenly across the school year as selected by the teacher pursuant to Article 21., A. of the ***Master Agreement***. When the percentage of a position increases following the beginning of a school year, an individual contract addendum shall be developed that specifies the increased assignment and increased pay. Such increased pay shall commence upon the teacher beginning the increased assignment. The increased pay shall be spread evenly across the remainder of the school year as selected by the teacher pursuant to Article 21., A. of the ***Master Agreement***. The Board may make an exception to the above provision for any less than full-time position that is scheduled to increase in percentage following the first marking period of a school year. In such a situation, the Board may determine that the initial individual employment contract will specify the total annual compensation. Payment for such contract shall be spread evenly across the school year as selected by the teacher pursuant to Article 21., A. of the ***Master Agreement***.

D. Payroll Deductions

Within two weeks from the date of receipt of appropriate written authorization from employees, the Employer shall deduct from the salary of such employee and make appropriate remittance for tax-deferred annuities and, as jointly approved by the Association and Employer, such deductions as for the credit union, charitable donations, and MEA-PAC/NEA-PAC contributions. Employee requests to change annuity companies or to change the amount of, start, or stop tax-deferred annuities will be processed no more than four times a year per employee, except that no such changes will be made during the period from June 15 to August 15.

ARTICLE 22

OTHER COMPENSATION

A. Extra-Instructional Schedule

The following teaching positions shall entail specific extra duties determined by past practice and shall receive additional compensation as indicated based on the step on the B.A. schedule that reflects the teacher's years of experience in the position.

Senior High Band Instructor	12%
Middle Level Band Instructor	6%
Senior High Choir Instructor	6%
Middle Level Choir Instructor	4%

Elementary vocal music teachers and elementary art teachers shall receive a \$1000 annual stipend if at least two in-building shows or performances that showcase student works to parents and other public are completed outside the regular teacher workday each school year. Similarly, if an elementary band instructor does not receive the 6% or 12% additional compensation referenced above, s/he shall receive the \$1,000 annual stipend if at least two in-building performances that showcase student works to parents and other public are completed each school year. Also, with prior written permission of the Department of Instruction, other specials teachers not referenced above may receive a stipend as determined by the Department of Instruction for an in-building show or performance that showcases student work to parents and other public. There will be no proration of this stipend except for specials teachers who collaborate in a single building on a performance.

B. Schedule B

1. Advisor/Sponsor Schedule

- a. The following extra-curricular advisor/sponsor assignments shall receive compensation as indicated. These positions shall be filled by bargaining unit members whenever qualified bargaining unit members are interested. Annually staff shall be notified of available positions and be allowed five days to indicate an interest to the appropriate administrator. When more than one bargaining unit member may be interested, qualifications as determined by the Superintendent and length of service shall be considered. The most qualified bargaining unit member, as determined by the administration, will be appointed to the position. If qualifications are deemed equal, the most senior bargaining unit member will be appointed to the position. Positions for which no qualified bargaining unit member applies may be filled by non-bargaining unit members. It is agreed and understood that the Board may add advisor/sponsor positions during any school year. Should any such position be added, the responsibilities shall be determined by the Superintendent and compensation shall be mutually determined between the LEA Executive Council and Board.

The administration expressly reserves the right to eliminate any or all extra-curricular activities at any time.

"Available Position" shall be defined as follows:

- any position from which an advisor/sponsor has resigned;
- any position from which an advisor/sponsor has been terminated due to unsatisfactory performance;
- any position staffed by a non-bargaining unit member which the administration determines to make available.

Senior High Drama	\$3100 (2 productions/yr)
Varsity Support Cheer Sponsor (2 seasons)	\$2175
Auditorium Manager	\$2000
Senior High Newspaper	\$2000 (when not a class)
Junior Varsity Support Cheer Sponsor (2 seasons)	\$1875
Freshman Support Cheer Sponsor (2 seasons)	\$1550
Middle Level WOW Sponsor	\$1550
Senior High Robotics	\$1550
Senior High Bowling	\$1550
Senior High Yearbook	\$1250
Senior High Quiz Bowl	\$1100
Senior High Art Club	\$ 925
Senior High Student Council	\$ 925
Senior Class	\$ 925
Senior High S.S.I.	\$ 925
Junior Class	\$ 925
Sophomore Class	\$ 925
Freshman Class	\$ 925
Middle Level Yearbook	\$ 925
Middle Level Support Cheer Sponsor (2 seasons)	\$ 775
Middle Level Student Council	\$ 625
Middle Level Newspaper	\$ 625
Middle Level Quiz Bowl	\$ 625
National Honor Society	\$ 625
Senior High Chess	\$ 625
Omni Council Advisor	\$ 500
Middle Level Baseball Club	\$ 500
Senior High Pom-Pon Advisor	\$ 500
Senior High Flag Corp	\$ 500
Book Club (Middle Level or Senior High)	\$ 300
Foreign Language Club	\$ 300
French Club (Middle Level or Senior High)	\$ 300
Middle Level Art Club	\$ 300
Middle Level Drama	\$ 300/prod. (max. 2/yr)
Recycling Club	\$ 300
Senior High Cake Club	\$ 300
Senior High Computer Club	\$ 300
Senior High S.A.D.D.	\$ 300
Middle Level S.A.D.D.	\$ 300
Middle Level Chess	\$ 300
Middle Level NHS	\$ 300
Middle Level Running/Fitness Club	\$ 300
Key Club	\$ 300
Senior High Animé Club	\$ 300
Senior High DECA Club	\$ 300
Spanish Club	\$ 300

The teacher(s) entitled to the payment may donate the payment to a school activity fund designated by the teacher.

- b. Advisor/Sponsor Ranking Committee (ASRC)

- 1) An Advisor/Sponsor Ranking Committee composed of three teachers appointed by the Association and three administrators appointed by the superintendent shall be designated for a three year term to consider and make recommendations regarding advisor/sponsor compensation. Criteria considered by the ASRC include, but are not limited to, the following:
 - number of times advisor/sponsor meets with group/team each school year
 - length of each such meeting and/or contest
 - percentage of school year that group/team is active
 - number of participants
 - visibility of group/team
 - responsibility for managing facilities and equipment
- 2) Written request for adjustment in advisor/sponsor pay should be submitted to the designated central office administrator no later than April 1 of any school year in which the *Master Agreement* will expire. Written requests should include the position for which the change is requested and justification for the adjustment. All written requests will be distributed to ASRC members for review. A recommendation from the ASRC will be forwarded to the negotiation teams.
- 3) Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratification.

2. Coaching Schedule

Coaching duties shall be filled by bargaining unit members on a voluntary basis. Available positions shall be publicized to staff. Five workdays shall be provided for bargaining unit members to indicate interest in such positions. If such interest is expressed, such positions shall be posted. When more than one qualified bargaining unit member may be interested, qualifications as determined by the Superintendent and length of service shall be considered. Except for head varsity positions which may be filled by an outside applicant pursuant to Article 10., B., 7., the most qualified bargaining unit member, as determined by the administration, will be appointed to the position. Positions for which no qualified bargaining unit member applies may be filled by non-bargaining unit members. The rate of pay, or other compensation, if any, shall be established by the Board.

"Available Position" shall be defined as follows:

- any position from which a coach has resigned;
- any position from which a coach has been terminated due to unsatisfactory performance;
- any position staffed by a non-bargaining unit member which the administration determines to make available.

It is expressly understood that retiring bargaining unit members may remain in coaching position(s) held prior to retirement with said position(s) not being considered available unless the position becomes available as referenced above.

Sport	% of BA Salary Scale	Notes
Varsity Boys' Basketball	10	

Varsity Girls' Basketball	10	
Varsity Football	10	
Varsity Wrestling	10	
Faculty Manager	9	
Varsity Baseball	8.5	
Varsity Softball	8.5	
Varsity Boys' Soccer	8.5	
Varsity Girls' Soccer	8.5	
Varsity Volleyball	9	
Ice Hockey	8	
Varsity Boys' Swim	8	Cooperative program for East & West
Varsity Girls' Swim	8	Cooperative program for East & West
*Varsity Girls' Track	8	
*Varsity Boys' Track	8	
**Head Asst. Football	8	Sub-Varsity Coach
7/8 grade Boys' Basketball	8	Two teams with one coach
7/8 grade Girls' Basketball	8	Two teams with one coach
7/8 grade Volleyball	8	Two teams with one coach
H.S. Comp. Cheerleading	7	
Asst. Boys' Basketball	7	Sub-Varsity Coach
Asst. Girls' Basketball	7	Sub-Varsity Coach
*Asst. Football	7	
*Asst. Wrestling	7	Sub-Varsity Coach
Varsity Cross Country	6.5	Boys and girls combined
Varsity Boys' Golf	6	
Varsity Girls' Golf	6	
Varsity Boys' Tennis	6.5	
Varsity Girls' Tennis	6.5	
Asst. Baseball	6	Sub-Varsity Coach
Asst. Softball	6	Sub-Varsity Coach
Asst. Boys' Soccer	6	Sub-Varsity Coach
Asst. Girls' Soccer	6	Sub-Varsity Coach
*Asst. Boys' Track	6	Add 2nd assistant if exceeds 60 participants
*Asst. Girls' Track	6	Add 2nd assistant if exceeds 60 participants
Asst. Volleyball	6	Sub-Varsity Coach
*/**Head Asst. Middle School Football	6	Each of 2 positions
7 th or 8 th Boys' Basketball	5	Each of 2 positions
7 th or 8 th Girls' Basketball	5	Each of 2 positions
7 th or 8 th Girls' Softball	5	Each of 2 positions
Middle School Track	5	Boys and girls combined. Each of 3 positions. Add 4th position if exceeds 100 participants.
Middle School Girls' Volleyball	5	Each of 2 positions
Middle School Wrestling	5	
*Asst. Middle School Football	5	Each of 2 positions
Asst. Competitive Cheer	4	Sub-Varsity Coach
Asst. Cross Country (HS)	4	If exceeds 25 participants

Asst. Boys' Golf	4	If exceeds 15 participants
Asst. Girls' Golf	4	If exceeds 15 participants
Asst. Swim	5	If exceeds 25 participants
Asst. Tennis	4	If exceeds 25 participants
Middle School Cross Country	4	Cooperative program -- ZE & ZW, boys & girls with one coach
Middle School Comp. Cheer	3	Each of 2 positions
Asst. Cross Country (MS)	3	If exceeds 25 participants

*The rate of pay as identified in the 2007-2009 LEA Master Agreement will remain in effect for individuals who continue to work in positions to which they were assigned prior to the start of the 2008-2009 school year. This rate of pay will remain the paid rate for these positions until the person assigned prior to 2008-2009 vacates the position. Once the position is vacated, the new rate will be applied.

** "Head Assistant" and "Assistant" are synonymous for this and all other contractual purposes.

a. Statements Regarding Coaches Salary

- (1) Each coach shall be given the percentage of the step on the salary schedule that corresponds to his/her total coaching experience, in any school, in that particular sport.
- (2) No coaching experience will be applicable unless it is in the assigned sport.
- (3) Each coach is expected to accept the full responsibility of time, effort, and character, and set the proper example in his/her assigned coaching job.
- (4) Coaches are expected to participate in other extracurricular activities, including class sponsorship.
- (5) Each coach shall take on other duties such as helping at games without expecting any further remuneration.
- (6) It is understood that the coaches will spend the time necessary before a school opens in the fall and after school closes in the spring to take care of the details relative to athletic equipment, etc.
- (7) Coaches shall be paid their contractual coaching salary in a single payment at the conclusion of their responsibilities for the coaching assignment. A separate coaching contract shall be executed for each coaching responsibility.
- (8) For all interscholastic athletic teams at the senior high level, the coaches designated as assistants shall be assigned individual responsibilities, including the coaching level, by the varsity head coach. For all athletic teams at the middle level, specific coaching assignments shall be made by the school's athletic director.

b. Coaches Salary Review

- (1) An Athletic Coaching Ranking Committee (ACR) composed of three coaches appointed by the Association, the two athletic directors, and a central office

administrator shall be designated for a three-year term to consider and make recommendations regarding all coaching rank questions.

- (2) Written request for changes in the coaching rank should be submitted to the central office administrator designated for athletics no later than April 1 of any school year in which a contract will expire. Written request should include the position for which the change is requested and justification for the adjustment. All written requests will be distributed to ACR committee members for review. A recommendation from the ACR committee will be forwarded to the negotiation teams.

Note: the following criteria were considered by the ACR in developing its 2008 recommendations.

- Length of regular season
- Number of regular season contests
- Amount of practice time
- Number of athletes
- Responsibility for managing facilities and equipment
- Visibility of athletic team

- (3) Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratifications.

- c. It is agreed and understood that the Board may add one (or more) coaching position(s) for any particular season if so determined by the Board (e.g. middle level wrestling if there are more than 25 wrestlers and assistant varsity football). Should any such positions be added, compensation shall be as specified in the coaching schedule or as otherwise mutually determined by the LEA Executive Council and Board. The Board may require Booster Club reimbursement of compensation amount as a requirement for adding any such coaching position.

- C. Job descriptions shall be completed by all members of the bargaining unit in compensated positions other than normal classroom assignment. These job descriptions are to be submitted for approval of the personnel director and the immediate supervisor of that position.

D. Summer Pay/Special Assignments

The following guidelines will be followed with respect to summer pay for bargaining unit members. The district reserves the right to contract services with non-bargaining unit members at rates and conditions to be determined by the district.

1. Employees who have their school year extended to fulfill the responsibilities of their position shall be paid their per diem rate, (e.g. counselors.) Except as provided below in "i", it is understood that such extension must have prior authorization from the administration and that the schedule of such work will be by mutual agreement of the administration and employee.
2. Employees who work during vacation periods or summer months on special assignments, as determined by the Board, shall be paid \$20.00 per hour. Conditions and terms of employment shall be determined by the Board prior to the assignment being filled.

- 3 Employees who elect to participate in school district summer inservice/workshops in lieu of training that would take place during the school year shall be paid the per diem substitute rate. Notification of compensation will be given in advance of participation in the inservice/workshop.

Consistent with the above guidelines, employees working in special assignments outside the regular workday for teachers will be paid \$20.00 per hour with prior written permission from the Department of Instruction. Related conditions and terms shall be determined by the administration prior to the assignment.

E. Independent Study Facilitators/On-line Student Mentors

1. Independent Study Facilitators – Bargaining unit members whom the Board may determine to use as independent study facilitators shall be compensated at \$20.00 per hour for facilitating opportunities for students outside of the basic workday for teachers (as referenced in Article 6). Such compensation is based on hours worked not the number of students participating in the independent study.

Prior to the initiation of an independent study program at a high school, the teacher will submit the following items to the building principal for review.

- Narrative description of the program that will be delivered. If the course is not one previously approved, a new course proposal form and course outline must be submitted with the written request.
- Description of how the Independent Study Program will be delivered including time of day, length of instruction, and physical location.
- Approximate total number of hours required per term. This total can include preparation work that takes place outside of the teacher's basic workday.

Request for facilitation of independent study programs as described above, or variations, must be forwarded by the principal to the Department of Instruction for prior approval. A memo confirming the estimated number of hours to be engaged and compensated will be provided to the employee by the Human Resources Office.

2. On-line Student Mentors – Teachers who are approved to work as On-Line Student Mentors will be paid either \$500 per trimester or \$750 per semester for such work (generally for working with up to 3 students at a time).

F. Mentor Stipend

In the event that the Board determines to utilize an Association member as a mentor for a probationary teacher, said bargaining unit member shall receive an annual stipend paid at the end of the school year at the following rate:

First Year Probationary Teacher	\$700
Second Year Probationary Teacher	\$350
Third Year Probationary Teacher	\$200

Pay for mentor assignment is for the first protégé. Pay for additional protégés is at one-half the amount or the lower amount if the protégés are in different years. If the protégés are in different years, pay for the second protégé shall be one-half of the lower amount.

Mentors shall be assigned by building principals or the central administration. Every effort will be made to assign mentors by the beginning of the school year with input from the Department Chair of the protégé's subject area. If the protégé or mentor requests a change in the mentoring assignment, every effort will be made to grant the request.

The mentor shall keep a log (See Appendix F) of meetings attended regarding mentor/protégé topics and time spent with the protégé after school hours or during planning time. Prior to receiving the stipend at the end of the school year, a copy of this log shall be given to the central administration and the LEA president by May 1. Payment is made at the conclusion of the school year.

In the event that the Board determines to use an Association member as a representative to the Lapeer County Mentor Cadre, such member shall receive an annual stipend of \$350 paid at the end of the school year.

- G. Department chairs will receive pay for their assignment in the amount of \$1100 to be included in the final pay of the school year and after a review of the completion of duties for the year.
- H. A total of eight counselor workdays shall proceed and follow each school year to be paid at the normal per diem rate. The schedule of such workdays will be determined by the administration after consultation with each counselor. Two (2) additional workdays will be made available to fulfill evening responsibilities during the regular school year, with days being used in quarter-day or half-day increments, with pay at the normal per diem rate. Such evening responsibilities shall be determined by prior mutual agreement of the administration and counselor.

ARTICLE 23 **DURATION OF AGREEMENT**

This agreement shall be in effect from July 1, 2011 through June 30, 2012. The specific terms of this agreement as they may be different from the 2009-2011 Agreement shall take effect July 1, 2011.

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date or as otherwise mutually agreed. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of May 26, 2011.

Board of Education
Lapeer Community Schools

Lapeer Education Association
of the Lapeer Community Schools

Approved

Ratified

by _____
Peggy Bush, President

and _____
John P. Nugent, Secretary

by _____
Brad Walker, President

and _____
Kristen Wilcox, Vice-President

**APPENDIX A
2011-2012
SCHOOL CALENDAR**

Aug. 31, 2011	In-Service Day for teachers
September 1	½ Day Workday, ½ Day In-Service Day for Teachers ^{a.}
Sept. 2-5	Labor Day Holiday – no school
September 6	First day for students
October 24 & 26	6-8 Parent Teacher Conferences ^{b.}
October 25 & 27	K-5 Parent Teacher Conferences ^{b.}
October 27	9-12 Parent Teacher Conferences ^{b.}
October 28	No School
November 18	Final exams begin for students in grades 9-12 (full day of school with one exam)
November 21 & 22	Final exams for grades 9-12 ^{c.}
November 23	Records day; first trimester ends – No School for Students ^{e.}
November 24-27	Thanksgiving Holiday – No School
Dec. 22–Jan. 2, 2012	Winter Recess – No School
January 16	In-Service day for teachers – No School for Students
January 26	9-12 Parent Teacher Conferences ^{b.}
February 17	No School
February 20	President’s Day – No School
Feb 28	Final exams grades 9-12 (full day of school with one exam)
Feb 29 & March 1	Final exams for grades 9-12 ^{c.}
March 2	Records Day; second trimester ends – No School for Students ^{e.}
March 31- April 9	Spring Recess – No School
April 12	9-12 Parent Teacher Conferences ^{b.}
May 26-28	Memorial Day Holiday – No School
June 6	Final exams begin for grades 9-12 (full day of school with one exam) ^{d.}
June 7 & 8	Final exams for grades 9-12 ^{c. d.}
June 8	Last day for students ^{d.}
June 11, 2012	Last day for teachers ^{d. e.}

	<u>Teacher Days</u>	<u>Student Days</u>
August	1	0
September	20	19
October	20	20
November	20	19
December	15	15
January	21	20
February	19	19
March	22	21
April	15	15
May	22	22
June	7	6
TOTAL	182	176
	+ 1 day PT Conferences ^{b.}	

183

- a. Any mandatory building meeting will be limited to no more than one hour duration.
b. Nine (9) hours will be allocated as follows:

Grades K-5

2 hours open house

7 hours parent-teacher conferences

Grade 6-8

2 hours open house

7 hours parent-teacher conferences

or

9 hours parent-teacher conferences

Grades 9-12

9 hours parent-teacher conferences

Finally, each building ESC will develop the actual parent-teacher conference schedules for those dates with at least one-half of the conference time being after 5:30 PM.

- c. Students in grades 9-12 will be released approximately 2 hours early for exams.
- d. In the event of inclement weather or other reasons necessitating the cancellation of scheduled school days, the school year may need to be extended to provide the State-required number of student days of instruction or the State-required minimum hours of annual student instruction. Year-end final exams will be held on the last three student instructional days of the school year.
- e. After teachers submit all information required by the administration to complete student grading, the teacher workday has been fulfilled. It is understood that the day before the records day shall be a full workday and may not be shortened in relation to this provision.

Finally, it is understood and agreed that if the Board determines to return teachers to a 188 day work year (187 days and 2 half-days for parent-teacher conferences) as with the 2005-2007 *Master Agreement*, such return shall be with no related increase in compensation but with a corresponding reduction in teacher instructional minutes. Such Board determination could result from developments such as the State specifying a minimum number of days of student instruction or change in the rules regarding or number of State-required minimum hours of annual student instruction.

APPENDIX B
PERSONAL BUSINESS DAY APPLICATION INFORMATION

Personal business leave is for an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Personal business days shall be approved without substantiation or explanation except for the periods of time delineated on the personal business day request form, or if reasonable evidence exists to suspect use of personal business day leave for the unapprovable reasons stated on the request form. Due to the difficulty of securing substitutes on Fridays and a past history of excessive personal business day use on Fridays, employees are encouraged to plan for prearranged personal business days on days other than Friday. Employees may be contacted to request a rescheduling of personal business days contingent upon substitute availability.

It is the District's intent that personal business days are appropriate and typical of the following obligations, although these are *not all inclusive*: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, real estate transactions, honors convocations honoring the employee or members of his or her immediate family, legal or financial matters, moving, registration at a university, marriage, and other personal matters of a business nature.

It is the responsibility of the employee to contact the Absence Reporting System prior to any absence due to personal business (even if a substitute is not needed).

FOR L.E.A. USE ONLY

**LAPEER COMMUNITY SCHOOLS
REQUEST FOR PERSONAL BUSINESS LEAVE**

Employee's Name

Date of Request

Building Assignment(s)/Position

Date(s) of Absence-Indicate times if less than a full day

Personal business leave is for an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. Such leave is for personal matters of a *business* nature.

1. A request for personal business leave must be forwarded to the Human Resources Office for processing three (3) business days in advance prior to the leave day(s) whenever possible. Prior requests are not required for emergencies, but an explanation must be provided below.
2. IT IS ALWAYS THE EMPLOYEE'S RESPONSIBILITY TO NOTIFY THE PRINCIPAL OR SUPERVISOR OF AN ABSENCE FOR EITHER PRIOR-REQUESTED OR EMERGENCY PERSONAL BUSINESS LEAVE.
3. All personal business leave requests should be on this form; however, the Absence Report Form must be completed following the absence and sent to the Business Office.
4. All requests must be processed through the building principal.
5. Processing of the personal business leave request does **NOT** indicate that the employee has sufficient leave days available. It is the employee's responsibility to maintain a record of leave days used.
6. Notification of personal business leave arrangements will be sent to the employee via school mail.
7. Personal business days requested the day before or the day after school holidays or vacation periods and personal business days requested for use on in-service days require explanation below and may require verification.
8. Personal business leave is not to be used for hunting or vacation (*Master Agreement, Article 13, C.*)

Explanation if three-day advance notice is not provided pursuant to #1 or if #7 applies: _____

EMPLOYEE SIGNATURE

PRINCIPALS - Sign and indicate any staffing concerns prior to sending to the Human Resources Office.

Principal's Signature

Date

Internal Administrative Office Action: _____ **APPROVED**

_____ **NOT APPROVED**

Signature

Date

APPENDIX C

Date Filed _____

GRIEVANCE REPORT FORM

Building

Assignment

Grievant's Name

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

Signature

Date

NOTE:

- 1) If additional space is needed in B. or C., attach additional sheets.
- 2) Submit to Principal in Duplicate.
- 3) All provisions of Article 16. will be strictly observed in settlement of grievances.

APPENDIX D**LAPEER COMMUNITY SCHOOLS
MEDICAL INSURANCE WAIVER PLAN**

Article I	Preamble
	1.01 Establishment of Plan
	1.02
Article II	Definitions
	2.01 Code
	2.02 Effective Date
	2.03 Employee
	2.04 Employer
	2.05 Participant
	2.06 Plan Year
Article III	Eligibility
Article IV	Amount of Benefits
	4.01 Medical Insurance Waiver Allowance
Article V	Eligibility for Benefits
	5.01 Election Provisions
	5.02 Termination of Benefits
Article VI	Plan Administration
	6.01 Allocation of Authority
	6.02 Provision for Third-Party Plan Service Providers
Article VII	Amendment or Termination of Plan
	7.01 Permanency
Article VIII	General Provisions
	8.01 No Employment Rights Conferred
	8.02 Payments to Beneficiary
	8.03 Nonalienation of Benefits
	8.04 Mental or Physical Incompetency
	8.05 Inability to Locate Payee
	8.06 Requirement of Proper Forms
	8.07 Source of Payments
	8.08 Tax Effects
	8.09 Multiple Functions
	8.10 Gender and Number
	8.11 Headings
	8.12 Applicable Laws
	8.13 Severability

**LAPEER COMMUNITY SCHOOLS
MEDICAL INSURANCE WAIVER PLAN**

**ARTICLE 1
PREAMBLE**

This instrument made and published by the Lapeer Community Schools (hereinafter called "Employer") creates the Medical Insurance Waiver Plan as follows:

- 1.01 Establishment of Plan. The Employer named above hereby establishes a Medical Insurance Waiver Plan as of the effective date specified in Section 2.02 below.
- 1.02 Purpose of Plan. This Plan has been established to pay to the eligible and electing employees of the Employer the applicable amounts provided in Exhibit A in lieu of coverage under the medical insurance program of the Employer.

**ARTICLE 2
DEFINITIONS**

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.01 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.02 "Effective Date" means July 1, 1995.
- 2.03 "Employee", for purposes of this Plan, shall be defined as any individual who:
- (a) is considered to be in an employer-employee relationship with the Employer for federal withholding tax purposes,
 - (b) is otherwise entitled to coverage under the medical insurance program of the Employer, and
 - (c) is included within the class of employees enumerated on Exhibit A.
- 2.04 "Employer" means the Lapeer Community Schools.
- 2.05 "Participant" means any Employee who has met the eligibility requirements set forth in Article 3.
- 2.06 "Plan Year" means the end of the Plan which begins on September 1, 1995 and ends on August 31, 1996 with respect to the first Plan Year and thereafter, as long as the Plan remains in effect, the period that begins on September 1st and ends on the following August 31st.

**ARTICLE 3
ELIGIBILITY**

- 3.01 Each Employee who satisfies the eligibility conditions for the Employer's medical insurance program, the provisions of which are specifically incorporated herein, is eligible to participate in this Plan as of the Effective Date or such Employee's date of eligibility under the Employer's medical insurance program, if later.

ARTICLE 4

AMOUNTS OF BENEFITS

- 4.01 A participant may elect out of participation in the employer's medical insurance program and receive instead a payment of an amount per month as specified in attached Exhibit A. This benefit shall be paid from the general assets of the Employer. This benefit shall be payable only for those months in which the Participant would otherwise be eligible for Employer-paid participation in the Employer's medical insurance program. The terms and conditions of the Medical Insurance Waiver Allowance Election Form are incorporated herein by reference.

ARTICLE 5

ELECTION REQUIREMENTS AND TERMINATION PROVISIONS

- 5.01 Election Provisions. In accordance with the terms of proposed Treasury Regulation 1.125-1, Q & A - 15, each Participant shall be considered to have elected medical insurance coverage under the terms of the Employer's medical insurance program for sequential coverage periods of one (1) month each until such time as the Participant elects in writing on the Medical Insurance Waiver Allowance Election Form to receive payments of cash in lieu of medical insurance coverage until the next open enrollment period permitted by the health insurance carrier under the Employer's insurance program and for subsequent plan years unless the Participant elects coverage under the Employer's insurance program during an open enrollment period.
- 5.02 Termination of Benefits. Coverage under this Plan shall cease as of the first day a participant is no longer employed by the Employer or is otherwise no longer eligible for Employer-paid medical insurance coverage under the Employer's medical insurance program.

ARTICLE 6

PLAN ADMINISTRATION

- 6.01 Allocation of Authority. The Employer shall control and manage the operation and administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as the Employer may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
 - (b) To make and enforce such rules and regulations and prescribe the use of such forms as the Employer shall deem necessary for the efficiency administration of the Plan;
 - (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan in accordance with the provisions of the Plan;
 - (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan, to inform the Employee, as appropriate, of the amount of such benefits and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
 - (e) Provision for Third-Party Plan Service Providers. The Employer may employ the services of such persons as it may deem necessary or desirable in connection to operation of the Plan. The Employer (and any person to whom it may delegate any duty or power in

connection with the administration of the Plan) and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant (including Employees who are actuaries or accountants), consultant, third-party administration service provider, legal counsel or other specialist and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

ARTICLE 7

AMENDMENT OR TERMINATION OF PLAN

- 7.01 Permanency. The Employer reserves the right to amend or terminate the Plan subject to any collective bargaining obligations to the contrary.

ARTICLE 8

GENERAL PROVISIONS

- 8.01 No Employment Rights Conferred. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.
- 8.02 Payments to Beneficiary. Any benefit payable under the Plan after the death of a Participant shall be paid to the party or estate designed in writing by the Participant on the latest enrollment form filed with the Employer. If there is doubt as to the right of any person to receive any amount, the Employer may retain such amount until the rights thereto are determined, without liability for any interest thereon, or it may pay such amount into any court of appropriate jurisdiction, in either of which events the Employer shall not be under any further liability to any person.
- 8.03 Nonalienation of Benefits. No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge encumbrance or charge and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Employer, and he may hold or apply the same or any part thereof to the benefit of any Dependent or beneficiary of such person, in such manner and proportion as he may deem proper.
- 8.04 Mental or Physical Incompetency. If the Employer determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Employer.
- 8.05 Inability to Locate Payee. If the Employer is unable to make payments to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person, shall be forfeited seven (7) years after the date such payment first became due.

- 8.06 Requirement of Proper Forms. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Employer.
- 8.07 Source of Payments. The Employer shall be the sole source of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.
- 8.08 Tax Effects The Employer makes no warranty or other representation as to whether or not any payments received by a Participant hereunder will be treated as includible in gross income for federal or state income tax purposes.
- 8.09 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 8.10 Gender and Number. Masculine pronouns include the feminine as well as the neuter gender and the singular shall include the plural, unless indicated otherwise by the context.
- 8.11 Headings. The article and section headings contained herein are for convenience of reference only and shall not be construed as defining or limiting the matter contained thereunder.
- 8.12 Applicable Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of Michigan.
- 8.13 Severability. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement on the **15th** day of **June**, **1995**.

LAPEER COMMUNITY SCHOOLS

By: _____

Its: _____

ATTEST:

**LAPEER COMMUNITY SCHOOLS MEDICAL INSURANCE
WAIVER ALLOWANCE ELECTION FORM**

I hereby elect to receive the benefit described in the Lapeer Community Schools Medical Insurance Waiver Plan (Plan) instead of any medical insurance benefit to which I would otherwise be entitled by virtue of my employment by the Lapeer Community Schools. This election shall be effective September 1, 2002, and shall continue for succeeding plan years unless it is revoked according to the terms of the Plan.

I acknowledge that I received a copy of the Plan the day I signed this form.

NAME

DATE

SIGNATURE

WITNESS

APPENDIX E
DEPARTMENT CHAIRS

III. Department Divisions

A. Secondary Level (one per school)

1. Art
2. Business and Computer Science
3. Industrial Technology/Life Management
4. Counseling
5. English/Language Arts
6. World Languages
7. Math
8. Music
9. Physical Education/Health
10. Science
11. Social Studies
12. Special Education

B. 2009-2010 Junior High

1. Electives/Exploratories
2. English/Language Arts
3. Math
4. Science
5. Social Studies
6. Special Education

2010-2011 Middle School (one per school)

1. Art
2. Electives/Exploratories
3. English/Language Arts
4. Math
5. Music
6. Physical Education/Health
7. Science
8. Social Studies
9. Special Education
10. Technology
11. World Language

C. Elementary Level (2 for each of the core content areas, representing K-2, 3-5 or 3-6)

1. Language Arts
2. Math
3. Science
4. Social Studies
5. Early Childhood – 1 representative
6. Special Education – 1 representative
7. Specials
 - Art – 1 representative
 - Foreign Language – 1 representative
 - Music – 1 representative
 - Physical Education – 1 representative
 - Technology – 1 representative

8. Learning Coach – 1 representative

D. Alternative School – 1 representative**E. District** – Special Education Professional Support Staff (i.e. psychologist, social worker, or speech pathologist)**IV. Selection Procedure of Department Chairs****A. Qualifications**

1. Experience – teaching in the content area
2. Certification and Highly Qualified NCLB status in the department content area or grade level, as applicable
3. Demonstrated leadership ability
4. Demonstrated initiative
5. Ability to work collaboratively and constructively with colleagues
6. Knowledge of curriculum development, current research and best practice within the subject area and/or grade level
7. Assigned in the building where the department chair position exists.

B. Appointment

1. Annually, five workdays prior to June 1, staff shall be notified of available positions and be allowed five days to indicate an interest to the appropriate administrator. When more than one bargaining unit member may be interested, qualifications as determined by the Superintendent and length of service shall be considered. The most qualified bargaining unit member, as determined by the administration, will be appointed to the position. If qualifications are deemed equal, the most senior bargaining unit member will be appointed to the position. Department chair appointments will be announced no later than the second workday following June 1.
2. Staff may be appointed as a department chair in only one department.
3. Staff members, with administrative approval, may agree to share the position with another teacher, splitting the duties and stipend as appropriate to the situation and mutually agreeable to the teachers involved.
4. Before payment of the stipend, which will be included in the 21st paycheck of the school year, an annual review must be conducted by May 15 of each year by the administrator designated by the superintendent. Said review must incorporate the "Department Chair Request for Pay" form.
5. A teacher who applied for a department chair and was not selected may appeal to the Department of Instruction for a review of the appointment.

V. Duties of Department Chairs

- A. Provide leadership for the design of curriculum and delivery of instruction within the department.
 1. Facilitate curriculum/new course development including review all textbook and new or revised course proposals.
 2. Share best practices in teaching through professional development.
 3. Collect and analyze assessment data relative to the department/content area (MEAP, end of year exams/courses, etc.).
 4. Coordinate the alignment of a K-12 curriculum.
 5. Coordinate the integration of curriculum across the disciplines.
 6. Facilitate professional development on District in-service days.

B. Manage the Department

1. Attend all meetings of the entire body of department chairs, subject area and/or grade levels as well as building activities coordinated by the department. These meetings and activities may be held outside of the school day.
2. Provide input in the assignment of classroom teachers, the selection of new personnel, and assignment of mentors.
3. Advise the administration of issues within the department.
4. When requested by the administration, provide input into the development of the master schedule of classes within the total number of sections available to the department as determined by the administration.
5. Lead department in accomplishing its responsibilities.
6. Plan, call, and conduct department/grade level meetings as needed.
7. Prepare requisitions for department textbooks, supplies, and/or materials.
8. Communicate the needs, interests, and thinking of department members to the administration and vice versa on matters of interest to both groups.

Department Chair Request for Pay

Please complete this form by May 1 and submit to you principal for review and approval. The form is then submitted to the Department of Instruction which approves the payment of the stipend.

Leadership for design of curriculum and delivery of instruction:

Check all that apply

- Attended district level meetings
- Facilitated professional development on district inservice days
- Collected and analyzed assessment data relative to the department/content area

Management of the department:

Check all that apply

- Attended building department chair meetings
- Conducted inventory of textbooks and supplies
- Processed requisition and invoices
- Served as communicator between the principal and the department members
- Conducted department meetings

Department Chair _____ Date _____

Principal _____ Date _____

Appendix G

Summary of Dental Plan Benefits Lapeer Community Schools

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your dental plan, including information about plan exclusions and limitations. Payment will be based upon reasonable and customary charges and, in the event that you seek treatment from a dentist that does not participate in any ADN or Delta Dental programs, you may be responsible for more than the percentage indicated below.

Covered Services	Plan Pays	You Pay
<u>Class I Benefits</u>		
Diagnostic and Preventive Services – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	80%	20%
Emergency Palliative Treatment – Used to temporarily relieve pain	80%	20%
Radiographs – X-rays	80%	20%
<u>Class II Benefits</u>		
Oral Surgery Services – Extractions and dental surgery, including preoperative and postoperative care	80%	20%
Endodontic Services – Used to treat teeth with diseased or damaged nerves (for example, root canals)	80%	20%
Periodontic Services – Used to treat diseases of the gums and supporting structures of the teeth	80%	20%
Relines and Repairs – Relines and repairs to bridges and dentures	80%	20%
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, fillings)	80%	20%
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns)	80%	20%
<u>Class III Benefits</u>		
Prosthetic Services – Used to replace missing natural teeth (for example, bridges, dentures, and endosteal implants.)	80%	20%
<u>Class IV Benefits</u>		
Orthodontic Services – Used to correct malposed teeth and/or facial bones (for example, braces)	80%	20%

Maximum Payment - \$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Dental payment for Class IV Benefits will not exceed a lifetime maximum of \$1,200 per eligible person.

Deductible – None

Eligible People – If you and your spouse are both eligible under the contract, you may be enrolled together on one application card or separately on individual application cards. Pursuant to the *Master Agreement*, the 80% dental plan will not coordinate benefits. If you or your dependents have dental coverage under any other contract, you or your dependents are not eligible for enrollment under this contract. The contractor pays the full cost of this plan.

Summary of Dental Plan Benefits Lapeer Community Schools

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your ADN Dental plan, including information about plan exclusions and limitations. Payment will be based upon reasonable and customary charges and, in the event that you seek treatment from a dentist that does not participate in any ADN or Delta Dental programs, you may be responsible for more than the percentage indicated below.

<u>Covered Services</u>	Plan Pays	You Pay
<u>Class I Benefits</u>		
Diagnostic and Preventive Services – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)	50%	50%
Emergency Palliative Treatment – Used to temporarily relieve pain	50%	50%
Radiographs – X-rays	50%	50%
<u>Class II Benefits</u>		
Oral Surgery Services – Extractions and dental surgery, including preoperative and postoperative care	50%	50%
Endodontic Services – Used to treat teeth with diseased or damaged nerves (for example, root canals)	50%	50%
Periodontic Services – Used to treat diseases of the gums and supporting structures of the teeth	50%	50%
Relines and Repairs – Relines and repairs to bridges and dentures	50%	50%
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, fillings)	50%	50%
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns)	50%	50%
<u>Class III Benefits</u>		
Prosthetic Services – Used to replace missing natural teeth (for example, bridges, dentures, and endosteal implants.)	50%	50%
<u>Class IV Benefits</u>		
Orthodontic Services – Used to correct malposed teeth and/or facial bones (for example, braces)	50%	50%

Maximum Payment - \$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$1,200 per eligible person.

Deductible – None

Eligible People – If you and your spouse are both eligible under the contract, you may be enrolled together on one application card or separately on individual application cards. Pursuant to the *Master Agreement*, the 50% dental plan will coordinate benefits up to 100% of reasonable and customary charges.

Dependent Eligibility (80% plan and 50% plan)

Eligible dependents include your spouse and your unmarried children from birth until the end of the calendar year of their 19th birthday and your unmarried children who are between the ages of 19 and the end of the calendar year of their 25th birthday who are full-time students. Unmarried children

between the ages of 19 and 25 who are full-time students must be dependent on you for a majority of their support.

**LETTER OF AGREEMENT
LAPEER COMMUNITY HIGH SCHOOL
EXCEPTION TO THE MASTER AGREEMENT**

I. Vacancies

Vacancies in Lapeer Community High School (LCHS) are posted according to procedures in the L.E.A. contract. If the vacancy occurs in LCHS, employees in that program have first priority based on their seniority in filling vacancies. Probationary LCHS teachers must remain in an LCHS assignment through the duration of their probationary period if such an assignment exists.

II. Staffing/Layoff

- A. Staffing for each subsequent school year shall be done separately for LCHS and the traditional K-12 program.
- B. Transfer from LCHS to the traditional K-12 program during the posting period shall only occur if there are more positions available than teachers in the pool.
- C. If vacancies occur in either program, laid off employees will be placed in their own groups, then cross group according to staffing procedures before new hires are contracted.

III. Lunch Periods

LCHS teachers shall eat lunch with the students on a rotating basis so that a teacher is present with the students at all times. This practice shall be open to annual review by the Board and Association.

IV. Seniority

Seniority for LCHS staff began July 1, 1990. The employees date of hire will be used to determine the seniority placement. Separate seniority lists shall be maintained. A teacher moving from one group to the other shall have their seniority go with them.

V. Number of Class Preparations

LCHS employees are exempt from the L.E.A. language regarding the number of preparations a secondary teacher may be assigned. This practice shall be open to annual review by the Board and Association.

VI. Calendar

The LCHS staff school calendar shall consist of the same number of days as other teachers. The specific calendar shall be determined by the Board and Association.

- VII.** The monthly meetings between the Board and Association will be used to resolve other contract interpretations regarding the application of the current L.E.A. *Master Agreement* to LCHS.

**LETTER OF AGREEMENT
COLLABORATIVE TEACHING**

The parties indicated below mutually agree that:

Although collaborative teaching is a more desirable choice in meeting the multiple challenges of special needs students within the regular classroom environment, certain conditions should be met before it can be expected to work.

- a. The regular and special needs teachers and the paraprofessionals available should be motivated and compatible in being able to work and plan instruction together.
- b. Prospective teams should have opportunities to visit model programs where collaborative teaching is successfully being implemented.
- c. Prospective teams should develop a written plan identifying required resources, including any anticipated need for release time for planning, etc. This plan development process must include building administration and have final approval from central office before being implemented. Evaluation should become an integral part of assessing the effectiveness of the collaborative teaching approach.
- d. In the plan development process every effort should be made to include parent representation as part of the process.

Collaborative teaching should not be imposed upon a building's program because the model can best be implemented when all of the above conditions are met. If required pursuant to an IEP, collaborative teaching must be implemented.

ALLOCATING RESOURCES AND STAFF IN SUPPORT SERVICES

The District's goal is to allocate resources and staff to each building such that the needs of all students, including those entitled to special education services are met; however, the first priority must be to fulfill requirements for special education students. This will be done in a manner consistent with contractual agreements.

When conditions exist to implement a Collaborative Teaching model, the assignment of needed resources will be decided by building and central office administration based on several considerations:

- a. The availability and flexibility of the special education teaching staff in respect to fulfilling requirements for case-load and B.C./T.C. requirements for students being served.
- b. The total number of students eligible to receive support services.
- c. The plans should include the use of existing resources, i.e., teachers, paraprofessionals and parents, to their maximum benefit.
- d. The availability of funds to provide the identified needs for additional resources.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: COMPENSATION FOR PSYCHOLOGISTS AND
SPEECH AND LANGUAGE PATHOLOGISTS**

WHEREAS, sometimes a shortage of psychologists and/or speech and language pathologist exists, and

WHEREAS, even when such a shortage does not exist in one or both of those areas, a shortage of funding sometimes precludes the employment of additional staff to fill such positions, and

WHEREAS, because of such shortages and because of the necessity for some such employees to work beyond the contractually-defined workday because of required duties, and

WHEREAS, the parties indicated below wish to compensate these employees for performing such duties.

THEREFORE, it is hereby agreed that when management determines that additional psychologists and/or speech and language pathologists, are needed but a shortage of available candidates and/or a shortage of funding precludes such hiring, these employees will receive additional compensation as indicated below based upon the step on the BA schedule that reflects the employee's years of experience in the position in Lapeer Community Schools.

Psychologists 12%
Speech and Language Pathologists 6%

Such additional compensation is provided in recognition of work beyond the contractually defined workday which is necessitated by not employing additional such staff.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
FAMILY AND MEDICAL LEAVE ACT**

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required by law, an eligible employee is entitled to a total of 12 workweeks of leave during any twelve-month period (measured back from the last use of FMLA leave) for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child and first-year care of the child;
3. The serious health condition of an employee's spouse, parent, or child;
4. The employee's own serious health condition.

Said leave shall be unpaid following utilization of all sick leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 workweek duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

Employee return from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision. For employees seeking to return from FMLA leave within the last three (3) weeks of any trimester, the following shall apply.

1. If the employee begins any category of FMLA leave (except personal sick leave) five or more weeks prior to the end of the trimester, and the period of leave is at least three weeks, then the Board may require an employee seeking to return within the last three weeks to continue taking leave until the end of such trimester.
2. If the employee begins any category of FMLA leave (except personal sick leave) less than five weeks before the end of the trimester and the period of leave is greater than two weeks, then the Board may require an employee seeking to return within the last two weeks to continue taking leave until the end of such trimester.
3. If the employee begins any category of FMLA leave (except personal sick leave) three or fewer weeks before the end of the trimester and the period of leave is greater than five working days, the Board may require the employee seeking to return to continue taking leave until the end of such trimester.

For the Association

For the Board

Date

Date

**LETTER OF AGREEMENT
RE: SUBSTITUTING ON A CONFERENCE PERIOD**

Due to a shortage of substitute teachers, the parties agree that each regular secondary classroom teacher may substitute teach on his/her conference period if a substitute teacher is not available and shall be paid the prevailing substitute teacher hourly rate for each middle or secondary level class period so covered; such substituting shall be voluntary.

It is further agreed that paid substituting during a conference period will be for situations where a substitute teacher would have been utilized if one had been available and shall not preclude a regular classroom teacher occasionally covering for another as a professional courtesy to "free up" a teacher for a portion of a school day for such purposes as allowing the teacher to meet with a parent, attend an IEPC meeting or another school meeting, etc.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT
RE: Teacher Performance Evaluation Process

Whereas, 380.1249 of The Revised Code requires that not later than September 1, 2011, a rigorous, transparent, and fair performance evaluation system must be developed and implemented, and

Whereas, said evaluation system must do all of the following:

- a) Evaluate the teacher's job performance at least annually while providing timely and constructive feedback.
- b) Establish clear approaches to measuring student growth and provide teachers with relevant data on student growth.
- c) Evaluate a teacher's job performance, using multiple rating categories that take into account data on student growth as a significant factor. For these purposes, student growth shall be measured by national, state, or local assessments and other objective criteria.
- d) Use the evaluation, at a minimum, to inform decisions regarding the following:
 - (i) The effectiveness of teachers, ensuring that they are given ample opportunities for improvement.
 - (ii) Promotion, retention, and development of teachers including providing relevant coaching, instruction support, or professional development.
 - (iii) Whether to grant tenure or full certification, or both, to teachers using rigorous standards and streamlined, transparent, and fair procedures.
 - (iv) Removing ineffective tenured and untenured teachers after they have had ample opportunities to improve, and ensuring that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.

and,

Whereas, the Teacher Performance Evaluation Process (TPEP) does not reference measuring student growth, relevant data on student growth, or using multiple rating categories that take into account data on student growth as a significant factor, and

Whereas, the parties indicated below affirm their commitment to fully comply with 380.1249 of The Revised School Code by September 1, 2011.

Therefore, the parties hereby agree to the following:

- a) Membership of the TPEP Review Committee will be confirmed not later than June 1, 2011 and, unless mutually agreed to the contrary, the number of members appointed by the Board will be equal to the number of members appointed by the Association;
- b) The Committee will consider modifications of TPEP that would result in full compliance with 380.1249 of The Revised School Code;
- c) Not later than August 12, 2011, the Committee will develop a proposal for revising TPEP so that it is in full compliance with 380.1249 of The Revised School Code with said proposal being taken to the membership of the Lapeer Education Association for a ratification vote not later than August 15, 2011;
- d) At the Board of Education meeting immediately following the ratification vote referenced above, the Board will consider approval and implementation of the proposal for revising TPEP as referenced above.
- e) While it is anticipated that the provisions set forth above will result in a ratified agreement mutually acceptable to the parties by September 1, 2011, the parties agree that if that does not occur the Board shall have the right to conduct evaluations in compliance with 380.1229 in the interim until a mutually acceptable agreement is reached.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT - REVISED
Re: 2011-2012 Staffing Process

Whereas, the 2011-2012 staffing process had begun prior to effectuation of the 2011-2012 Master Agreement, and

Whereas, said Master Agreement revised provisions that pertain to 2011-2012 teaching assignments, and

Whereas, had these revised provisions been in effect prior to initiation of the 2011-2012 staffing process, some different 2011-2012 staffing outcomes would have occurred through that staffing process.

Therefore, the parties indicated below hereby agree to the following:

- A. The following will be considered null and void.
 1. Tentative assignments and displacements for K-5 specials teachers and teachers in grades 6-12 made May 11, 2011
 2. Positions awarded from May 19-25, 2011 through the internal posting process specified in the Letter of Agreement dated April 11, 2011 (said posting process immediately will be terminated upon Board approval of the 2011-2012 Master Agreement)
 3. If this letter of agreement was not effectuated prior to May 27, 2011, involuntary transfers and temporary assignments if any were made May 27, 2011
- B. Each teacher in grades K-5 who was awarded a position from May 19-25 through the internal posting process will be returned to his/her tentative assignment (or displaced status) of May 11, 2011.
- C. For K-5 specials teachers and teachers in grades 6-12, based on 2010-2011 positions of record and following relevant provisions of Article 10 of the Master Agreement, notice of 2011-2012 tentative assignments and displacements will be sent, by e-mail and U.S. mail if teachers are on summer recess at the time of the notice or by e-mail and school mail if teachers are not on summer recess, to all teachers having a K-5 specials position of record in 2010-2011 or a grade 6-12 position of record in 2010-2011. Said notice will be sent no later than June 30, 2011 on a schedule to be determined by Central Administration. Also, not later than June 30, 2011, all teachers will be e-mailed a staffing timeline which reflects all staffing events specified below.
- D. On the third workday following the day on which 2011-2012 tentative assignments are made as referenced above in "C.", a position vacancy notice will be sent by e-mail and U.S. mail to all LEA members. Vacancies will be filled at 3:00 PM on the third day following the day on which the position vacancy notice is e-mailed.
- E. On the second, third, and fourth workdays following the day that vacancies are filled as referenced above in "D.", "posting Days" are held if any vacancy exists following the immediately preceding posting day in relation to the second and third posting days.
- F. On the sixth workday following the day on which vacancies are filled as reference above in "D.", involuntary transfers and temporary assignments will be made as may be necessary to place all "Displaced Staff to be Assigned a Position". Anyone who is involuntarily transferred or temporarily assigned will be notified by e-mail and U.S. mail.
- G. If any vacancy develops after the last posting day referenced above in "E", on a schedule to be determined by Central administration and to be communicated by e-mail and U.S. mail to all

LEA members, vacancy notices will be sent by e-mail and U.S. mail to all LEA members twice prior to August 20, 2011. One week following the day on which each vacancy notice is sent, a posting day will be held from 10:00 AM – 3:00 PM.

- H. By mutual written agreement of the superintendent and Association president, the timeline referenced herein may be revised. Upon such revision, a revised staffing timeline will be sent by e-mail and U.S. mail to all teachers.

BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS

Dated: _____, 2011

By: _____

Its: _____ Superintendent _____

LAPEER EDUCATION ASSOCIATION

Dated: _____, 2011

By: _____

Its: _____ President _____

LETTER OF AGREEMENT

Re: Number of Teacher Resignations

Whereas, one of the Board's interests pertaining to the 2011-2012 Master Agreement was to include provisions that would achieve at least \$4 million in savings compared with the 2009-2011 Master Agreement, and

Whereas, \$4 million of savings would occur only with resignation of at least 29 teachers who were employed during the 2010-2011 school year, and

Whereas, the 2011-2012 Master Agreement includes a Resignation Incentive Plan (the Plan) to maximize the number of resignations of teachers, and

Whereas, despite the Plan, less than 29 teacher resignations could occur.

Therefore, the parties indicated below hereby agree that if less than 29 teachers who are eligible for the Lapeer Community Schools 2010-2011 Resignation Incentive Plan (the Plan) resign effective June 30, 2011, the following consequence(s) would result in the order listed and to the degree necessary to increase savings pertaining only to the 2011-2012 Master Agreement to the amount of savings that would have been realized had 29 such teachers resigned. For each consequence implemented, every consequence above it also is implemented. It is expressly understood that any and all consequences referenced below would be in effect **only** for the 2011-2012 school year.

<u>Number of Teacher Resignees Qualifying for the Plan</u>	<u>Consequences</u>
28	coaching pay change ^{1.}
27	1 less PB day in 2011-2012
26	1% MESSA payment (in addition to 4%) ^{2.}
25	1% MESSA payment (in addition to 4%) ^{2.}
24	1% MESSA payment (in addition to 4%) ^{2.}
23	1% MESSA payment (in addition to 4%) ^{2.}
22	13 day step pause ^{3.}
21	26 day step pause ^{3.}
20	39 day step pause ^{3.}

Example, if 25 teachers resign the consequences would be the coaching pay change, 1 less PB day in 2011-2012, and a 2% MESSA contribution (in addition to the 4% contribution under Article 20, C, 1).

If the number of teacher resignations is more than 29, \$53,450 of savings will be multiplied by the number of teachers more than 29 that resigned, and that total amount would be divided equally by the number of teachers who were eligible to vote on ratification of the 2011-2012 Master Agreement **and** are employed as LEA members September 1, 2011. Payment to teachers would be made in a lump sum not later than the third pay period of the 2011-2012 school year. Teachers working part-time to end the 2010-2011 school year will receive a pro-rated payment equal to the percentage of their part-time assignment.

Example: If 33 teachers retire, additional savings in the amount of \$213,800 would occur. If 366 teachers both were eligible to vote on ratification of the Master Agreement **and** are employed as LEA members on September 1, 2011, with 358 being full-time and 8 being half-time at the end of the 2010-2011

school year, each such full-time teacher would receive a one-time payment of \$444 (\$444 + FICA + retirement = \$590), and each half-time teacher would receive a one-time payment of \$222 (\$222 + FICA + retirement = \$295).

1. The coaching pay change is reflected in the attachment which will comprise "2. Coaching Schedule" of Article 22, B.
2. This employee payment is in addition to the 4% payment that teachers will make per Article 20, C, 1 and will be made through payroll deduction on the same schedule as referenced in Article 20, C., 1.
3. Step increases as referenced in Article 21, C., 4., will be delayed until the day following the end of the step pause (i.e. the 14th, 27th, or 40th day). Annual salaries for teachers affected by the step pause will be calculated prior to the first payroll of the 2011-2012 school year and will be evenly divided between every pay that each teacher has elected in 2011-2012.

BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS

Dated: _____, 2011

By: _____

Its: Superintendent

LAPEER EDUCATION ASSOCIATION

Dated: _____, 2011

By: _____

Its: President

ARTICLE 22
OTHER COMPENSATION

2. Coaching Schedule
Coaching duties shall be filled by bargaining unit members on a voluntary basis. Available positions shall be publicized to staff. Five workdays shall be provided for bargaining unit members to indicate interest in such positions. If such interest is expressed, such positions shall be posted. When more than one qualified bargaining unit member may be interested, qualifications as determined by the Superintendent and length of service shall be considered. Except for head varsity positions which may be filled by an outside applicant pursuant to Article 10., B., 7., the most qualified bargaining unit member, as determined by the administration, will be appointed to the position. Positions for which no qualified bargaining unit member applies may be filled by non-bargaining unit members. The rate of pay, or other compensation, if any, shall be established by the Board.

"Available Position" shall be defined as follows:

- any position from which a coach has resigned;
- any position from which a coach has been terminated due to unsatisfactory performance;
- any position staffed by a non-bargaining unit member which the administration determines to make available.

It is expressly understood that retiring bargaining unit members may remain in coaching position(s) held prior to retirement with said position(s) not being considered available unless the position becomes available as referenced above.

a. Varsity Head Coach

Sport	% of BA Salary Scale	Notes
Varsity Boys' Basketball	10	
Varsity Girls' Basketball	10	
Varsity Football	10	
Varsity Wrestling	10	
Faculty Manager	9	
Varsity Baseball	8.5	
Varsity Softball	8.5	
Varsity Boys' Soccer	8.5	
Varsity Girls' Soccer	8.5	
Varsity Volleyball	9	
Ice Hockey	8	
Varsity Boys' Swim	8	Cooperative program for East & West
Varsity Girls' Swim	8	Cooperative program for East & West
*Varsity Girls' Track	8	
*Varsity Boys' Track	8	
H.S. Comp. Cheerleading	7	
Varsity Cross Country	6.5	Boys and girls combined
Varsity Boys' Golf	6	
Varsity Girls' Golf	6	
Varsity Boys' Tennis	6.5	
Varsity Girls' Tennis	6.5	

*The rate of pay as identified in the 2007-2009 LEA Master Agreement will remain in effect for individuals who continue to work in positions to which they were assigned prior to the start of the 2008-2009 school year. This rate of pay will remain the paid rate for these positions until the person assigned prior to 2008-2009 vacates the position. Once the position is vacated, the new rate will be applied.

b. Middle School Coaches and High School Coaches Other Than Head Varsity

Middle School Coaches		Years of Experience				
		0	1	2	3	4
Basketball		1000	1100	1200	1300	1400
Comp Cheer		700	800	900	1000	1100
Cross Country	Head	800	900	1000	1100	1200
	Asst	400	500	600	700	800
Football	Head	1400	1500	1600	1700	1800
	Asst	1000	1100	1200	1300	1400
Softball		800	900	1000	1100	1200

Track		900	1000	1100	1200	1300
Volleyball		900	1000	1100	1200	1300
Wrestling	*Head	800	900	1000	1100	1200
	*Asst	400	500	600	700	800
*If a position is added per Article 22, B, 2, e and the coach is assigned to be in charge of a separate group of wrestlers, head coaching pay will be received.						

High School Coaches Other Than Head Varsity						
		Years of Experience				
		0	1	2	3	4
Baseball		1600	1800	2000	2200	2400
Basketball		1800	2000	2200	2400	2600
Comp Cheer		1200	1400	1600	1800	2000
Cross Country		1200	1300	1400	1500	1600
Football	Fr & JV Head; Var Asst	2600	2800	3000	3200	3400
Football	Fr & JV Asst	2200	2400	2600	2800	3000
Golf		1200	1400	1600	1800	2000
Soccer		1600	1800	2000	2200	2400
Softball		1600	1800	2000	2200	2400
Tennis		1200	1400	1600	1800	2000
Track		1600	1800	2000	2200	2400
Volleyball		1600	1800	2000	2200	2400
Wrestling		1400	1600	1800	2000	2200

c. Statements Regarding Coaches Salary

- (1) Each varsity head coach shall be given the percentage of the step on the salary schedule and every other coach shall be placed on the years of experience step that corresponds to his/her total coaching experience, in any school, in that particular sport.
- (2) No coaching experience will be applicable unless it is in the assigned sport.
- (3) Each coach is expected to accept the full responsibility of time, effort, and character, and set the proper example in his/her assigned coaching job.
- (4) Coaches are expected to participate in other extracurricular activities, including class sponsorship.
- (5) Each coach shall take on other duties such as helping at games without expecting any further remuneration.
- (6) It is understood that the coaches will spend the time necessary before a school opens in the fall and after school closes in the spring to take care of the details relative to athletic equipment, etc.
- (7) Coaches shall be paid their contractual coaching salary in a single payment at the conclusion of their responsibilities for the coaching assignment. A separate coaching contract shall be executed for each coaching responsibility.

- (8) For all interscholastic athletic teams at the senior high level, the coaches designated as assistants shall be assigned individual responsibilities, including the coaching level, by the varsity head coach. For all athletic teams at the middle level, specific coaching assignments shall be made by the school's athletic director.

d. Coaches Salary Review

- (1) An Athletic Coaching Ranking Committee (ACR) composed of three coaches appointed by the Association, the two athletic directors, and a central office administrator shall be designated for a three-year term to consider and make recommendations regarding all coaching rank questions.
- (4) Written request for changes in the coaching rank should be submitted to the central office administrator designated for athletics by May of any school year in which a contract will expire. Written request should include the position for which the change is requested and justification for the adjustment. All written requests will be distributed to ACR committee members for review. A recommendation from the ACR committee will be forwarded to the negotiation teams.

Note: the following criteria were considered by the ACR in developing its 2008 recommendations.

- Length of regular season
- Number of regular season contests
- Amount of practice time
- Number of athletes
- Responsibility for managing facilities and equipment
- Visibility of athletic team

- (5) Changes recommended by the committee are subject to approval by the Board and Association during regular negotiations or by special contract ratifications.

- e. It is agreed and understood that the Board may add one (or more) coaching position(s) for any particular season if so determined by the Board (e.g. middle level wrestling if there are more than 25 wrestlers and assistant varsity football). Should any such positions be added, compensation shall be as specified in the coaching schedule or as otherwise mutually determined by the LEA Executive Council and Board. The Board may require Booster Club reimbursement of compensation amount as a requirement for adding any such coaching position.

**LETTER OF AGREEMENT
RE: ARTICLE 7, G**

WHEREAS, Article 7, G of the *Master Agreement* provides that full-time high school teachers will teach 5 out of 5 classes during one trimester of the 2011-2012 school year, and

WHEREAS, for the 2011-2012 school year, this will result in a full-time teacher teaching 13 classes per year; and

WHEREAS, there may be interest among full-time teachers to voluntarily teach 4 out of 5 classes every trimester in 2011-2012 school year.

THEREFORE, the following is hereby agreed:

- 1.) Any full-time teacher who desires to teach 4 out of 5 classes every trimester in 2011-2012 shall provide related written notification to his/her building principal prior to August 15, 2011;
- 2.) Any such teacher who submits such notification will teach 12 out of 13 classes for the school year and, therefore, will be compensated 92.31% of the salary that would have been received had 13 classes been taught;
- 3.) Consistent with Article 20, B, teachers opting to teach 12 out of 13 classes will be provided with \$69,233 of group term life insurance;
- 4.) Consistent with Article 20, C, 4, teachers opting to teach 12 out of 13 classes will pay 7.69% of the amount that the Board would have paid for medical insurance (in addition to any other amount paid by the teacher pursuant to other contract provision) had the teacher taught full-time (i.e. taught 13 classes);
- 5.) Consistent with Article 20, D, 3, teachers opting to teach 12 out of 13 classes will be provided dental insurance in the 50-50-50-50 group;
- 6.) Consistent with Article 20, E, teachers opting to teach 12 out of 13 classes will be provided with the vision care plan provided to teachers working one-half time or more;
- 7.) For all purposes pertaining to staffing for the 2012-2013 school year, teachers opting to teach 12 out of 13 classes during the 2011-2012 school year shall be considered to be full-time (i.e. 100%) teachers.

BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS

Dated: _____, 2011

By: _____

Its: Superintendent

LAPEER EDUCATION ASSOCIATION

Dated: _____, 2011

By: _____

Its: President

**LETTER OF AGREEMENT
RE: JOINT STUDY COMMITTEE**

WHEREAS, multiple structures for the high school student day exist, and

WHEREAS, Lapeer Community School District has utilized multiple such structures, and

WHEREAS, the parties indicated below wish to jointly study alternate structures for possible implementation in the District in 2012-2013.

THEREFORE, the following is hereby agreed:

- 1.) Not later than July 1, 2011, each party will appoint members to a joint study committee and identify a co-chair;
- 2.) Members of the committee will include five (5) representatives appointed by the administration and up to ten (10) representatives appointed by the LEA. Representatives should be appointed from each of the three (3) high schools. LEA membership must include at least one (1) employee from each of the following areas: Counseling, Special Education, Elective, and Core Content.
- 3.) Beginning in August, the committee will meet at mutually agreed upon times outside of the teacher workday for the purpose of studying alternate structures for the high school day;
- 4.) Not later than November 1, 2011 and pertaining to the 2012-2013 school year, the committee will recommend at least one high school structure to the Superintendent of Schools.

BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS

Dated: _____, 2011

By: _____

Its: Superintendent

LAPEER EDUCATION ASSOCIATION

Dated: _____, 2011

By: _____

Its: President

**LETTER OF AGREEMENT
RE: Re-Opening of Contract**

The parties agree that the 2011-2012 Master Agreement shall be re-opened for negotiations only if either or both of the following occur.

1. The projected deficit for the 2011-2012 General Fund Budget falls below \$6 million dollars (i.e. less than a \$6 million dollar deficit is projected prior to any Board action regarding expenditure reductions including, but not limited to, the 2011-2012 *Master Agreement*).
2. Any State-mandated employee payment for health insurance is enacted into law after the Association ratifies the 2011-2012 Master Agreement but before the 2011-2012 Master Agreement is approved by the Board.

Said negotiations would commence no later than one (1) week following Board adoption of the 2011-2012 General Fund Budget or, in relation to enactment of such a law, within one (1) week following Board approval of the 2011-2012 Master Agreement or on an alternate date as mutually determined.

BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS

Dated: _____, 2011

By: _____

Its: Superintendent

LAPEER EDUCATION ASSOCIATION

Dated: _____, 2011

By: _____

Its: President