

MASTER AGREEMENT

between the

BOARD OF EDUCATION

of

LELAND PUBLIC SCHOOL

and

NORTHERN MICHIGAN EDUCATION ASSOCIATION

(Representing Leland Education Association)

MEA/NEA

2011 - 2013

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THIS AGREEMENT, entered into this 4th day of August, 2011, by and between the LELAND SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter referred to as the "Employer," and the LELAND EDUCATION ASSOCIATION/NMEA, hereinafter referred to as the "Association."

PREAMBLE

Whereas, the parties hereto recognize that it is in their mutual interest and responsibility to meet the educational needs of the students served by the School District, and that the quality and character of such education depends upon the effective administration and delivery of such services; and

Whereas, it is further recognized that both parties have a mutual obligation pursuant to law to bargain collectively in good faith concerning wages, hours, and other terms and conditions of employment; and

Whereas, both parties to this contract have reached agreement concerning wages, hours, dispute resolution procedures and other terms and conditions of employment, as hereinafter set forth,

Therefore, in consideration of mutual agreements and covenants, it is agreed as follows:

ARTICLE 1

RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, Act 379, Public Acts of 1965, for all full time and regular part-time certificated personnel, but excluding substitute teachers, supervisors and administrators, and all other employees. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the bargaining unit as above defined.

ARTICLE 2

NEGOTIATION PROCEDURES

A. Neither party shall have control over the selection of the collective bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and authority to make concessions in the course of negotiations, subject only to such ultimate ratification.

B. The parties agree to cooperate in arranging meetings, selecting representatives for negotiations, furnishing necessary information to bargain in good faith, and otherwise constructively consider and resolve in good faith all such matters.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 3

MANAGEMENT RIGHTS

The Association recognizes that the Employer, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly to the extent authorized, or not specifically withheld from it, by the Revised Michigan School Code of 1996, as amended, and by the Constitution of the United States, including but without limiting the generality of the right to establish policy for the executive management and administrative control of the school systems, its properties, its facilities and its personnel, including the assignment of personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with and not in derogation of the provisions of this Agreement.

ARTICLE 4

TEACHER AND ASSOCIATION ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection as long as it shall not interfere with the discharge of his/her teaching duties. As a duly elected body exercising governmental power as authorized by the law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms

or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association agrees that it shall not directly or indirectly discourage, deprive or coerce any employee of the Employer with respect to the enjoyment of any right conferred by the laws and the Constitution of Michigan and the United States.

C. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with regard to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Employer, except that the moral and professional conduct of the teacher shall at all times be a concern of the Employer.

D. Association Dues

1. Each bargaining unit member shall, as a condition of employment, 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 pay a service fee to the Association in an amount as permitted by law. 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. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

2. Pursuant to *Abood v. Detroit Board of Education*, 431 US 209-240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures" (a copy of which policy shall be made available to the employee and/or Employer upon request). If any person paying service fees hereunder objects to the expenditure by the Association including MEA or NEA or any funds collected from him/her pursuant to provision Article 4.1 above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder.

E. Teacher Personnel Files

1. Pursuant to the guidelines of the “Bullard-Plawecki Employee Right to Know Act,” each teacher shall have the right, upon request, to review the contents of the personnel file maintained by the Employer in his/her name. Said review shall take place in the presence of the Superintendent or his/her designated representative. The teacher may have an Association representative present at the review. Confidential teaching credentials and related personal references normally sought at the time of employment are specifically exempted from review.

2. The teacher shall be promptly informed of any item placed in or removed from the personnel file maintained by the Employer in his/her name.

3. Any complaint concerning a teacher shall promptly be called to the attention of the teacher. If a complaint is placed in the personnel file maintained by the Employer in the name of a teacher, the teacher will be furnished a dated copy of the complaint.

4. If any teacher believes the material in the personnel file maintained by the Employer in the name of the teacher is inappropriate or in error, he/she may request correction or expungment in writing to the Superintendent and specify therein: name and date, material in question, reason for the request. The Superintendent shall respond to the request within thirty (30) days of receipt of said request by the Employer. The teacher shall have the right to attach a statement to the file copy of the material in question. If said material leads to or is subsequently used in the discipline of a teacher it shall be subject to appeal by use of Article 8 (Professional Grievance Procedure).

5. Requests for information concerning a teacher made pursuant to the Freedom of Information Act shall be promptly called to the attention of the teacher. Any request for information concerning more than an individual teacher shall be promptly called to the attention of the Association President.

ARTICLE 5

SCHOOL CALENDAR

A. The school calendar for each year of this contract will be attached hereto as an addendum, Exhibit A, as soon as it has been approved by both parties.

B. These calendars will provide:

1. A minimum of 182 instruction days.
2. A total of 185 contract days.

C. In the event of inclement weather or other acts of God, school may be delayed until such time as buses can make normal pickup and teachers and students can be in the classrooms. Should school begin late because of such conditions, teachers shall not be required to be in their teaching stations more than thirty (30) minutes prior to the arrival of the students. Should school be closed because of such conditions, teachers shall not be required to be in attendance.

D. Any student instruction days lost due to "Acts of God"(snow, ice, fog, epidemic, etc.) which do not count as days of student instruction by the State Aid Statute will be rescheduled by the Employer as required by State Statute. The first five days lost will be rescheduled at the end of the school year. In the event more than five days need to be rescheduled, the time will be negotiated. A teacher required to work on both "Acts of God" days and rescheduled days will be compensated at 1/185th of his/her annual salary for days worked in excess of 185. Teachers required to work only on rescheduled days (not "Acts of God" days) will receive no additional compensation.

E. The school calendar shall be the subject of negotiations between the Employer and the Association and shall be made known to the teachers, to the extent possible, on or before the close of each school year.

F. 1. Three regularly scheduled in-service training days shall be scheduled in the calendar, Monday through Friday, held during hours school would otherwise be in session. In-service days will be specifically used for staff development and curriculum design and updating.

2. A committee of two (2) will be appointed by the Association and shall meet with two (2) administration representatives to plan the in-service sessions. There shall be a mandatory meeting of the committee held annually not later than May 1 of the preceding year, whenever possible, to plan activities and content for the up-coming school year programs.

3. In order to meet any additional professional development time as may be required by state guidelines which are in excess of the three (3) in-service days as outlined in Article 5, paragraph F-1 above, each individual teacher will propose, as early in the school year as practical, how he/she expects to obtain and account for the additional inservice hours. Such additional professional development time is subject to review and approval by the Employer. Should a teacher fail to propose and seek approval for any such required additional professional development time by the end of the first semester, the Employer reserves the right to schedule any such additional required professional development time for the teacher.

G. A committee composed of two (2) 7-12 grade teachers and two (2) administrators shall be established, if necessary, to review the present 7-12 grade exam schedule and make recommendations to the Association and the Employer for change to begin either during the present school year or at the beginning of the next school year.

H. Adjustments to the beginning and/or ending time of the instructional day may be made by the Employer during the term of this contract if necessary to meet the annual minimum hours of instruction required by the State Department of Education in order to receive full state funding. If adjustments become necessary, such adjustments will be made only after consultation with the Association.

ARTICLE 6

TEACHING CONDITIONS

A. 1. The normal teaching load for grades K-12 full-time teachers shall not exceed twenty-six (26) clock hours of classroom time and not less than two hundred and fifty (250) minutes of preparation time per week, of which grades K-12 preparation (blocks) will be no less than twenty-five (25) consecutive minutes per day.

2. a. If the administration requests, or in the case of a bona fide emergency, assigns a teacher to forego his/her planning period to substitute for a teacher in grades 7-12 who is absent, the teacher shall be reimbursed 1/8 of his/her daily (1/185) base salary. *

b. In grades K-6, a teacher may substitute for a teacher who is absent. If the administration requests, or in the case of a bona fide emergency, assigns a teacher to substitute, the teacher shall be reimbursed 1/7 of his/her daily base salary (1/185) for each fifty (50) minutes taught.

3. Teachers employed less than full time shall have preparation time pro-rated to the number of hours of instruction. For the purpose of this (Article 6, paragraph A.3), an hour of instruction shall be considered 1/7 of the school day for grades K-6, and 1/8 of the school day for grades 7-12.*

4. Circumstances may necessitate the scheduling of a regular course during a teacher's planning period. If the Employer offers, and the Bargaining Unit member voluntarily accepts the teaching assignment, compensation for relinquished preparatory time will be calculated as follows:

a. Elementary teachers in grades K-6 shall be compensated at 1/7 of his/her daily (1/185) base salary. Compensation will be prorated to reflect the number of actual class sections taught.

b. Secondary teachers in grades 7-12 shall be compensated at 1/8 of his/her daily (1/185) base salary. Compensation will be prorated to reflect the number of actual class sessions taught.

**** In the event of a schedule change, the compensation calculated in the above Sections 2, 3, and 4, shall reflect the fractional portion of the schedule in effect for that school year.***

B. Teachers shall report to their assigned places of duty no later than 8:00 a.m. and shall be free to leave after 3:25 p.m. (except on Fridays and days before holidays when teachers may leave at student dismissal time). The scheduled starting and ending time for the regular school day will be announced prior to the start of the school year and will not be changed during the school year without good cause and discussions with staff.

C. Because pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that class size should not exceed the following maxima*:

Kindergarten	20 pupils per session
1-2	25 pupils per room
3-4	28 pupils per room
5-8	30 pupils per room
9-12	
Pottery	20 pupils per session
Art, English & Foreign Language	25 pupils per session

Mathematics, Social Studies, Science, Business, Family Living, I. I. P
and Child Development I & II 30 pupils per session

Band & Choral No Limit

Class size maxima require rooms to have the required number of appropriate seats or teaching stations.

* If budgetary constraints require a reduction of staff or any percentage of teaching assignments, these maximum numbers may be increased.

Should enrollment exceed the above maxima, a teacher aide on a part-time basis shall, if requested, be provided after thirty (30) days following the reporting of the overload, during which time the Employer may attempt to adjust the enrollment in question.

D. The Employer recognizes that appropriate texts, equipment, and materials are the tools of the teaching profession. The Employer agrees to keep the schools reasonably equipped and maintained.

E. All teachers shall have a duty-free lunch period no less than thirty (30) minutes in length.

F. The Employer shall make faculty work rooms available for teacher use. Restrooms for the staff's private use will be provided. Telephones shall be available in the work rooms for teachers' reasonable use with access to all district numbers. All personal long distance phone calls will be charged to the teacher's home phone.

G. Attendance at professional staff meetings is mandatory unless permission for absence is granted by the appropriate supervisor.

H. Should it be deemed a necessary measure by the Superintendent, faculty members assigned to teach in grades nine (9) through twelve (12) will assist in maintaining discipline in corridors of the school building and shall be so assigned on a rotating basis.

I. Each teacher, full or part time, shall be authorized an allowance up to \$200.00 to draw on for room supplies which cannot be planned for in advance. Teachers must requisition amounts for this fund through the normal administrative channels.

J. Services to be rendered by teachers outside of regular teaching hours include their attendance at a minimum of six (6) school functions per year. Three (3) school functions shall be: in the elementary 1) Curriculum Night, 2) Christmas Concert, 3) Spring Concert; in the secondary 1) Curriculum Night, 2) Academic Awards Night and 3) Spring Community Open House.

K. Teachers shall not be required to pay admission at school-sponsored events; other members of their families must pay admission when and wherever admission is charged for such events.

L. It is mutually agreed and understood that the school district will be involved in school improvement plans, school reform plans, or other similar plans which may be known by various names.

M. Bargaining unit members shall not be excluded from voluntarily participating in school improvement plans or school reform plans. Participation or non-participation shall in no way be used as a criterion for evaluation, discharge or discipline.

N. Final copies of all school improvement plans will be made available to the Association President upon request.

O. Site-based decisions and/or the school improvement process shall not be contrary to or inconsistent with the terms of this Agreement unless required by state guidelines.

ARTICLE 7

CONTROL AND DISCIPLINE

A. The Employer recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and at school functions. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Employer will take reasonable steps to relieve the teacher of responsibilities with respect to that pupil's problems better handled by the above-mentioned professionals.

B. Procedures and policies regarding suspension of students from school shall be made known to students, teachers and parents each year.

C. A teacher has the right to use such force as is necessary to protect himself/ herself from attack, or to prevent injury to another teacher or student. Any case of physical assault shall be reported to the Principal. In any case of physical assault upon a teacher while performing his/her duties the Employer and the Association will render all reasonable assistance to the teacher.

D. The Employer will reimburse teachers for any loss of clothing or personal property, less depreciation, or repair such damaged personal property not covered by insurance, when caused through physical assault while on duty. Reimbursement for or repair of personal property damaged by other kinds of student action while a teacher is on duty shall be made with the approval of the Superintendent.

E. The Employer shall provide, at no expense to the teacher, a comprehensive liability policy with the teachers as additionally named insured covering work-related liabilities and claims, including claims brought against a teacher for punishment of a student if such punishment was carried out in accordance with Board policy. Further, the Employer shall provide legal counsel to a teacher who is accused of criminal liability for punishment of a student if such punishment was carried out in accordance with Board policy.

F. Any complaint by a parent of a student toward a teacher shall promptly be called to the teacher's attention by the Principal (unless such complaint is confidential as per law or state and/or federal

guidelines). Complaints that are not confidential as per law or state and/or federal guidelines will be presented by the Principal in writing and dated.

ARTICLE 8

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or group of teachers that there has been a violation, misrepresentation or misapplication of any provision of this Agreement, or the adoption of application by the Employer of a written policy concerning wages, hours and conditions of employment claimed to be unreasonable, may be processed as a grievance as hereinafter provided.

1. Any employee or group of employees with a grievance shall, within ten (10) working days of its alleged occurrence, or the discovery thereof (if the discovery could not reasonably have been made at the time of occurrence), discuss it with the immediate supervisor. At this and subsequent steps in the grievance procedure, an Association Representative may accompany the employee upon request of the employee.

2. If the discussion in A.1 (above) does not resolve the grievance within ten (10) working days following the discussion, the employee shall submit the grievance, in writing, to the immediate supervisor who shall render his/her decision in writing within ten (10) working days of the submission.

3. The statement of a grievance shall name the employee involved, shall state the facts giving rise to the grievance, including the date of the alleged violation, shall identify by appropriate reference all provisions of the Agreement or Policy alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested. All grievances must be signed by the employee.

4. If the grievance remains unresolved within seven (7) working days of the written decision in Paragraph A.2 (above), the employee shall submit a copy of the written grievance to the Superintendent, who within seven (7) working days of the receipt of the grievance, shall meet with the employee in an effort to resolve the matter. Within ten (10) working days of the meeting with the employee, the Superintendent shall indicate in writing his/her disposition of the grievance.

5. If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Employment Relations Commission for mediation, said submission to be made not later than ten (10) working days following receipt of the disposition filed by the Superintendent in A.4 (above).

6. If the grievance remains unresolved within fifteen (15) working days following the conclusion of the mediation, the grievant and the Association may refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive and binding upon the Association, its members, the employee or employees involved, and the Employer.

7. The powers of the arbitrator are subject to the following limitations: He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, and he/she shall have no power to rule on the content of any employee evaluation or written Board policy, unless such policy is determined to be unreasonable in its effect on wages, hours, or conditions of employment.

8. The Employer and the Association shall not be permitted to assert in any arbitration proceeding any grounds or evidence not disclosed to the other party prior to arbitration.

9. The arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

10. The processing of grievances, or any consideration thereof, shall not be conducted during duty hours, except by mutual consent.

11. To expedite the processing of grievances, the Employer shall permit the affected employee access to and the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the employee's grievance. A representative of the Association may accompany and assist the employee in this regard.

12. General

a. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

b. In the event the Employer representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

c. Nothing contained herein shall be construed to prevent any teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and the Employer and Association are notified, in writing, of the adjustment.

d. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

e. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed may be processed as herein provided until resolution.

ARTICLE 9

EMPLOYMENT AND ASSIGNMENT

A. Vacancies

1. Whenever a vacancy in a teaching or administrative position occurs which is intended to be filled, the Employer shall give written notification to the Association through its President, and shall post the vacancy in the faculty work room. During the period between the closing of school in June and the opening of school in September, a notice will be mailed to all teachers.
2. Notification shall be given within five (5) school days of the determination that a vacancy which is to be filled has occurred.
3. Any properly certified staff member may apply for a posted vacancy.
4. No vacancy shall be filled until five (5) days after posting unless the vacancy occurs between August 15 and the first day of school, in which case the Employer shall notify the Association President orally or in writing of the vacancy and of the time limits required to fill such vacancy.

B. Assignments

1. Teachers for grades 7-12, should not be assigned, except temporarily and for good cause, outside their major or minor field of study for which they are certified.
2. Prior to August 1 of each year, the Employer shall make available a schedule of teaching assignments for the forthcoming year. Should changes in assignment be necessary, the proposed changes in assignment shall be discussed with the teacher or teachers affected prior to consummation of assignments. If the teacher is not available for discussion, he/she shall be notified of the change in writing. Assignment changes shall be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grades unless a teacher requests such change.
3. A written and signature contract shall be furnished each faculty member within three (3) weeks after the Master Agreement has been ratified. The contract shall contain the teacher's tenure status, dates of contract coverage, teaching salary, and the sum to be received each pay period. The contract shall further state that the individual contract is subject to the terms and provisions of the Master Agreement. In lieu of a written annual contract for teachers who have obtained tenure, the district may enter into a continuing contract. The Employer will annually provide an employment status update to tenure teachers which includes the same data as outlined above.

C. Transfer

1. The right of determination of teacher transfer is vested in the Employer or its designated representative.

2. When the Employer transfers a teacher, the proposed transfer shall be discussed with the teacher or teachers affected prior to the consummation of transfer. Further, the Employer shall take into consideration the professional preferences of the teacher, certification, and the best interests of the students and the school system.

3. A teacher who wishes to transfer to another position shall submit a written request to the Superintendent. Within ten (10) days, the Superintendent or his/her designated representative shall inform the applicant of the disposition of his/her request.

D. Reduction in Personnel

1. If the Employer determines a reduction in personnel is necessary, the Employer shall retain teachers with the highest "effectiveness" rating ("highly effective," "effective," "minimally effective," and "ineffective") who are both certified to teach in those areas of discipline, and who are highly qualified according to the No Child Left Behind Act of 2001, as amended. "Effectiveness" for the purpose of this Article, shall be defined in the Teacher Tenure Act as amended in 2011.

2. Any bargaining unit member who is assigned to an administrative position and subsequently returns to the bargaining unit shall have his/her seniority reinstated at a level as if continuously employed by the controlling Board as a classroom teacher.

3. Teacher(s) will be given sixty (60) calendar days notice prior to being laid off. There shall be no reduction in the number of teaching positions during the school year unless adverse financial conditions or total enrollment decreases create a need for midyear reduction in staff.

4. Teachers with identical effectiveness ratings will be recalled in reverse order of layoff when also meeting the Highly Qualified language as contained in the requirements of the No Child Left Behind Act of 2001, as amended.

5. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address.

6. Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff. Teachers who are laid off at the end of the school year and recalled the following September shall retain accumulated sick leave and shall be entitled to move on the salary schedule as though their service had not been interrupted.

7. Refusal or acceptance of a position that is less than full-time employment within the system shall not affect the teacher's recall rights to a full-time position, unless otherwise agreed in writing, except that a teacher who was part-time at lay-off must accept recall to a part-time position that is equal to the one held at lay-off, or forfeit further recall rights.

8. No new probationary teachers shall be employed by the Employer while there are laid off tenured teachers in the district unless none of the laid off tenured teachers are certified nor highly qualified according to the No Child Left Behind Act of 2001, as amended, for that vacancy.

9. A seniority list will be developed and updated by January 1 each year with a copy of said seniority list sent to the Association.

E. Discipline, Suspension and Discharge

1. A system of progressive and corrective discipline shall be applied fairly to all teachers employed by the District. In normal circumstances, the following procedure will be followed:

- Step 1. Discussion of the problem with verbal warning.
- Step 2. Discussion and written warning filed in personnel file.
- Step 3. Suspension with or without pay.
- Step 4. Dismissal

The Employer reserves the right in certain circumstances to forego the established procedure, where the severity of the identified problem would warrant immediate suspension. Any such discipline, suspension or discharge, reduction in rank, compensation or advantage shall be subject to the Professional Grievance Procedure herein set forth. All information forming the basis for the disciplinary action will be made available to the teacher and upon teacher's written request, to the Association.

2. As provided for in PA 100-103 of 2011, a teacher who is in a probationary period may be dismissed from his or her employment by the controlling Board at any time.

3. Discipline of a teacher on continuing tenure may not be arbitrary or capricious. A teacher on continuing tenure will only be subject to dismissal in accordance with PA 100-103 of 2011.

F. Physical Examinations

1. A professional employee may be required to present, for good cause, a certificate showing that he/she is in good mental and/or physical health. The cost of said mental or physical examination shall be borne by the Employer.

2. Any employee absent because of an extended or serious illness shall present to the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her assignment. The Superintendent may require a teacher to be examined at Employer expense by a physician designated by the Employer, and a report of such examination will be delivered to the teacher and to the Employer.

G. Least Restrictive Environment

1. While the parties acknowledge that the least restrictive environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular

education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

2. The primary classroom teacher who will be providing instructional services to a handicapped student in a regular education classroom setting will be invited, in writing, to participate either in person or with written recommendations or suggestions in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.

3. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such special education students in the regular education classroom setting.

H. **Medically Fragile:** No employee shall be required to provide school health services.

I. **Mentor Teacher**

1. The employer will assign a mentor teacher to each teacher who is in the first three (3) years of employment as a classroom teacher. The mentor teacher shall be available to provide professional support, instruction and guidance. Mentor teachers will be one or more of the following:

- | | |
|-------------------------------------|-----------------------|
| a. master teachers | b. college professors |
| c. retired teachers, administrators | d. other(s) |

2. Responsibilities of the mentor teacher include (by way of illustration, not limitation):

a. assisting the new teacher in meeting the requirements of his/her Individual Development Plan (IDP).

b. modeling various teaching strategies for the new teacher.

c. acting as a resource in all areas of effective teaching, classroom management and routine teacher responsibilities.

3. An effort will be made to match mentor teachers and new teachers who have the same area of certification and/or work assignment.

4. New teachers shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.

5. Upon request, the administration may make available reasonable release time so the mentor teacher may work with the new teacher in his/her assignment during the regular work day.

6. No later than the end of the first year that a person serves as a mentor teacher, s/he may attend a workshop or conference as directed by the administration for the purpose of training those who serve as a mentor. Appropriate expenses shall be paid by the school district.

7. The mentor teacher assignment will typically be for one (1) year, subject to renewal and shall be reviewed by the administration. Either party may terminate the assignment by serving written notice to the other.

8. Teachers and the Association will be encouraged to provide input to the employer in the development of the guidelines and responsibilities for mentor teachers.

9. Mentor teachers shall be paid five-hundred dollars (\$500.00) each year, payable at the end of the school year. In the event that two or more mentors are assigned to one teacher, the \$500.00 stipend amount will be shared proportionally between mentors.

10. If this provision or application is no longer mandated, both parties will meet to evaluate the mentor teacher program and mutually decide whether to continue the program.

ARTICLE 10

TEACHER EVALUATION

A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. The evaluation process shall be in accordance with the Michigan Teacher Tenure Act as amended in July of 2011.

ARTICLE 11

ABSENCE FROM DUTY

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with twelve (12) days sick leave, to be used when the teacher is absent from duty because of personal illness, injury or immediate family illness or death including pregnancy-related disabilities.

Each teacher shall be credited with sick days not used each year with unlimited accumulation.

2. The immediate family shall be defined as husband, wife, child, daughter-in law, son-in-law, grandchildren, sister, brother, parents, parents-in-law, step-parents, step-parents-in-law, grandparents and any person living in the immediate household.

3. Reasons other than the above, approval for such leave rests solely with the Superintendent or his/her designated representative.

B. Sick Bank

1. A Sick Leave Bank is hereby established. Each teacher shall contribute two (2) personal sick leave days per year until the Bank accumulates up to fifty (50) days. After the Bank accumulates 50 days, each teacher shall contribute one (1) personal sick leave day to the bank each year until the bank has reached 100 days.

2. In the event that the total number of days in the sick leave bank becomes less than fifty (50) at any time during the contract year, each teacher shall contribute one (1) sick leave day to the sick leave bank. This contribution will, in effect, reduce each teacher's personal sick leave from twelve to eleven days per year. A teacher with an extended illness (an extended illness shall be defined as ten (10) consecutive school days or more) may draw upon the sick leave bank, subject to the following provisions:

- a. The teacher has used all his/her personal sick leave days.
- b. The request for sick leave days from the bank must be in writing.
- c. The application must receive approval by the Sick Leave Bank Committee of the Association, which shall be established by the Association. The Association agrees to save the Employer harmless in the event of any claim, grievance, or lawsuit regarding the administration or distribution of such sick leave bank days.
- d. The bank has days available to draw.
- e. The Sick Leave Bank Committee may request the teacher to furnish a medical doctor's verification of the illness claimed.
- f. A teacher may draw a total of days, not to exceed thirty (30) per contract year, equal to his/her accumulated personal sick days when the contract year begins.
- g. A teacher who has taught in the Leland Public School for three (3) or fewer years shall be eligible to draw up to thirty (30) days from the bank.

3. At the conclusion of each use of the sick leave bank, the Association shall report to the Employer the number of days used. The Employer shall, after receiving notice of the number of days used, notify the Association of the number of remaining days in the bank.

C. **Personal Leave Days**

1. Absence will be granted during the school year without loss of salary not to exceed two (2) days for any teacher with ten (10) or less years of service in the Leland Public School. Those teachers with eleven (11) or more years in the Leland Public School shall be granted three (3) days per school year.

2. A personal leave day shall not be granted on orientation day, in-service days, the final day of school, or the day before or after a school vacation. On no one given day will there be more than three (3) members of the professional teaching staff allowed a personal leave day. Provided proper notification is given, priority will be given teachers on a first-come, first-served basis. In the event of a tie the most senior teacher shall be given preference.

3. A teacher planning to use personal leave shall notify the appropriate supervisor at least three (3) days in advance, except in case of emergency, when notification must be given as soon as the teacher becomes aware of the emergency.

4. Any days not used will accumulate as sick leave up to a maximum allowed.

D. Jury Duty

1. A teacher summoned to jury duty or subpoenaed as a witness shall be paid full salary, but shall return to the district earnings received, excluding mileage and expenses, for such duty. The Employer shall not be obligated to pay such compensation when employee subpoena results from the employee's non-school employment, or is a result of Association or bargaining unit initiated judicial or administrative tribunal proceedings. This provision does not apply to arbitration hearings.

E. Workers Compensation

An employee who is absent due to an injury which is compensable under Workers Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Workers Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. In the event the present law is changed, this section shall be opened for negotiation.

F. Extended Leaves of Absence**1. Unpaid Leave of Absence**

a. An unpaid leave of absence of up to one (1) calendar year may be granted by the Employer, without pay, for good cause. Applications for such leaves must be submitted in writing to the Employer sixty (60) days preceding the leave. Exceptions may be granted by the Superintendent. It shall be the responsibility of the teacher on a granted leave to notify the Employer in writing of his/her intent to return to duty sixty (60) days prior to return from leave. Failure to notify the Employer of such intent to return to duty shall be considered voluntary termination of employment with the School District.

b. Upon return from such leave, the teacher shall be placed in the same or similar position as held before the leave. No benefits shall be paid or accrue during such leave. However, the teacher may continue in the group health and/or insurance plan(s) by reimbursing the Employer for the premiums.

c. A year's unpaid leave of absence shall not be considered a year of service to the School District, except for a teacher who has taught for one hundred twenty (120) or more teaching days prior to being placed on an unpaid leave of absence. In that case the teacher will be placed on the next increment step upon the teacher's return.

2. Child Care Leave

An unpaid child care leave of absence of up to one (1) calendar year shall be granted to an employee for good cause and shall be requested at least sixty (60) calendar days prior to the expected date of the leave. In the case of an emergency, the sixty (60) calendar days limitation may be waived by the administration. The employee shall state the exact length of leave time requested and once the administration has granted such leave it shall be the responsibility of the teacher on the granted leave to notify the Employer in writing of his/her intent to return to duty at least sixty (60) calendar days prior to

expiration of leave period. Failure to notify the Employer of such intent to return to duty shall be considered voluntary termination of employment with the school district.

3. **Sabbatical Leave**

a. Sabbatical leave shall be interpreted as leave from active duty granted to any professional employee after seven (7) years of service in the Leland School District for the purpose of improving the delivery of services in the School District. Sabbatical leave may be granted for up to one (1) year as may be recommended by the Superintendent. The application for sabbatical leave must be filed in writing with the Superintendent. Final approval of those applicants selected by the Superintendent will be made by the Board. Each applicant will receive a written response to the application within thirty (30) days of the Board's decision.

b. Leave granted for professional study, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent, will improve the instructional program in the School District, or will improve the efficiency of a teacher, shall be considered consistent with the purpose of sabbatical leave.

c. Before approval is given, a qualified acceptable replacement must be available for the period for which the leave is to be granted.

d. Remuneration to teachers granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty (20) or twenty-six (26) pays. No fringe benefits will be paid or accrue while the teacher is on sabbatical, except as hereafter provided, but the teacher may continue in the group health plan by reimbursing the Employer for the premiums. Not more than one (1) teacher may be granted sabbatical leave in any one (1) year. A teacher granted a sabbatical leave (and who wants credit for any sabbatical leave time to go toward his/her retirement) may be required to purchase any such credit from MPERS.

e. In determining its recommendations on requests for sabbatical leave, the Superintendent will base a decision on the following criteria:

- (1) Seniority of service to the school system.
- (2) The extent of the applicant's professional study, growth, contribution and successful services during the preceding year.
- (3) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
- (4) Order in which applications are received.

f. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is successfully completed and the teacher returns to duty.

g. A teacher, upon completion of a sabbatical leave, shall return to the School District for a period of at least two (2) school years.

h. A teacher not returning to the School District for reasons other than health, upon completion of sabbatical leave, shall reimburse the School District for all monies received from it during this leave.

i. Upon return the Employer shall return the teacher to his/her previous position.

4. **Career Leave**

A leave of absence of up to one (1) school year may be granted to a teacher for the purpose of exploring other career and/or job opportunities. Upon return from such leave, the teacher shall be assigned the same or equivalent teaching position and be placed on the salary schedule at the step applicable at the beginning of such leave.

G. **Association Leave**

At the beginning of the school year, the Association shall be credited with four (4) non-cumulative paid days to be used to conduct Association business. These days may be used by the Association officers or their designees who are members of the Association to conduct Association business under the following conditions:

1. The Association President shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance, except in the case of emergency.
2. The Association shall reimburse the District for the cost of substitute if a substitute is hired.
3. The Absence Request Form will be used stating the reason for the requested leave.
4. The Employer is not responsible for bargaining unit member expense reimbursement related to Association business. By way of illustration and not limitation, related expenses include: mileage, meals, lodging, or necessary materials.

A. Salary Schedule

2011-2012 Salary Schedule*:

STEP	BA	BA+18	MA	MA+15	MA+30
1	36,557	38,019	39,482	40,943	42,408
2	38,385	39,848	41,309	42,771	44,234
3	40,213	41,675	43,137	44,600	46,062
4	42,040	43,503	44,965	46,428	47,889
5	43,868	45,331	46,793	48,255	49,717
6	45,696	47,159	48,620	50,083	51,545
7	47,525	48,986	50,448	51,911	53,373
8	49,352	50,814	52,277	53,738	55,201
9	51,180	52,642	54,105	55,566	57,029
10	53,008	54,470	55,932	57,394	58,857
11	54,836	56,297	57,760	59,222	60,685
L1	58,077	59,576	61,075	62,573	64,070
L2	59,204	60,702	62,201	63,699	65,197
L3	59,954	61,451	62,950	64,466	65,946
L4	60,702	62,201	63,699	65,198	66,696

*If \$500,000.00 of impact aid is received in either fiscal year (2011-2012 or 2012-2013), step and lane will remain frozen, but a stipend equal to 1% of each teacher's salary shall be paid ... no retroactivity.

*If an additional \$100,000 of impact aid (bringing the total to \$600,000) is received in either fiscal year (2011-2012 or 2012-2013), step and lane will remain frozen, but 1% will be added to the salary schedule ... no retroactivity

*If an additional \$100,000 of impact aid (bringing the total to \$700,000) is received in either fiscal year (2011-2012 or 2012-2013), step and lane will remain frozen, but an additional 1% will be added to the salary schedule ... no retroactivity.

*In the second year of this contract, teachers shall remain on the previous year's step and lane. If additional impact aid in the 2011-2012 fiscal year caused a percentage amount to be added to the 2011-2012 salary schedule that will be the starting wage for the 2012-2013 fiscal year.

*The salary schedule for the 2012-2013 fiscal year will be completed after the 2011-2012 fiscal year has ended,

B.

1. BA, BA+18, MA, MA+15, MA+30 - To qualify for a BA+18, MA+15 or MA+30, a professional employee shall have earned 18 successful graduate semester hours over a Bachelor's Degree, and 15 or 30 successful graduate semester hours over a Master's Degree. Evidence of successful hours earned beyond a degree must be filed in the Superintendent's Office by the employee.

2. No changes in step and column placement shall occur in the 2011-2012 year salary schedule over the 2010-2011 schedule. The 2011-2012 salary schedule shall be frozen for each employee at the exact 2010-2011 step and column placement. Both steps and lanes shall be frozen.

C. **Extra Duty Schedule**

1. These extra-curricular activities are to be reimbursed. The base salary is the number of years of extra-curricular experience in the Leland Public School. The B.A. schedule will be used as the base schedule. Percentages shall be multiplied by the applicable level of the B.A. schedule

based upon the number of years experience. Years of experience shall not exceed the 11th step for extra-curricular activities. Credit for years of experience in the Leland Public School will transfer only in the sports of basketball, softball and baseball, and volleyball (i.e. junior varsity to varsity, softball to baseball). Individuals who hold extra-curricular positions will be paid at the end of their extra-curricular season unless they inform the business manager, in writing, that they wish to be paid at regular payroll intervals while performing the duties of the assignment. In such case, pay will start no earlier than two weeks after their extra-curricular season begins. In any school year when the regular salary schedule is frozen for each employee at the exact step and column placement of the previous year (both steps and lanes having been frozen), all steps on the extra duty reimbursement schedule shall also be frozen at the previous year's step.

Basketball:

Varsity	12%
Junior Varsity	9%
7th Grade	4%
8th Grade	4%

Baseball 10%

Skiing 6%

Softball 10%

Soccer:

Varsity	10 %
Junior Varsity	8%
Middle School	5%

Volleyball:

Varsity	12%
Junior Varsity	9%
7th Grade	4%
8th Grade	4%

Tennis 7%

Cheer Leading (Non- competitive)

Varsity	5%
Junior Varsity	3.7%
7th Grade	2%
8th Grade	2%

High School Advisors:

Freshmen	1%
Sophomores	1%
Juniors	2%
Seniors	2%

Honor Society 3%

Student Council 3%

Middle School Advisors 1%

Band 6%

Odyssey of the Mind - Director 4%

Odyssey of the Mind - Coach 2%

Yearbook	6% if not class; 2% if class
Play Director	5%
Gifted/Talented Coordinator	6%
Internal Subbing	Regular Hourly Base Rate (1/7 Elementary; 1/8 Secondary*)

** In the event of a schedule change, the compensation calculated in the above Section C shall reflect the fractional portion of the schedule in effect for that school year.*

Mileage Allowance - Teachers whose teaching or extra duty assignments require they drive their personal automobile for school business shall be reimbursed per mile at the rate permitted by the Internal Revenue Service.

2. Any extra-curricular duty which is presently not on the extra-duty salary schedule shall be negotiated with the NMEA/LEA.

3. No teacher shall be required, as either a part of or addition to their duties as a teacher, to be assigned any of the above designated extra-curricular positions.

4. When one coach assumes coaching of Varsity and Junior Varsity, or 7th and 8th grade, in the same sport at the same time, the percentage shall be established by the Employer after discussion with the coach involved.

5. Extra-curricular activity duties are non-tenured positions.

6. The Board of Education, at its discretion, reserves the right to cancel any extra-curricular activity or appointment at any time.

7. Termination of teachers from extra-duty assignments shall not be subject to the Professional Grievance Procedures.

D. Payroll Deductions

1. Association dues shall be deducted from the wages of employees within the bargaining unit who submit signed authorizations to the Business Office. Employee authorizations shall remain in effect unless revoked in writing during the month of August.

2. Check-off deductions shall become effective upon receipt of the signed authorization and shall be deducted from each pay period for twelve (12) months.

E. Placement and Prior Credit

1. Teachers transferring into this system may be given full credit for teaching experience up to eight (8) years on a bachelor's degree and may be given up to ten (10) years on the master's schedule, one-half year or more shall constitute one (1) year of experience.

2. No new hire shall be placed on a step higher than that occupied by any teacher presently employed with equal experience.

F. Professional Growth and Development

1. Course of Study

a. The Employer, believing that continued study by its teaching staff is an effective method of improving instruction, will aid teachers financially on credit courses taken beyond the bachelor's degree.

b. Teachers taking courses at state-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution offering the course, but that rate shall not exceed one-half (1/2) of the tuition rate charged by Michigan State University.

c. Teachers taking courses offered by out-of-state institutions, which are recognized by that state as accredited institutions, shall be reimbursed at the rate of one-half (1/2) of the tuition charge of the institution, but that rate shall not exceed one-half (1/2) of the tuition rate charged by Michigan State University.

d. A teacher must be on a planned, approved program for an advanced degree in order to be reimbursed by the Employer for courses taken in "b" and "c" above.

2. Teachers shall be reimbursed fifty (50) percent for all tuitions of university courses taken (when completed with a passing grade) to satisfy state certification requirements. In addition, teachers may be reimbursed up to one hundred (0% - 100%) percent for all tuitions of university courses resulting in a mutually agreed upon area of recertification and/or additional training. A mutual agreement will consist of a pre-arrangement between the Employer and the employee as per an appropriate course of study. Reimbursement will be on a semi-annual basis and it is understood that should an employee not finish the course of study, all reimbursement fees shall be returned to the Leland Public School District. Further, it is agreed that an employee completing a program of recertification will remain as a teacher for the Leland Public School District, unless laid off, for one (1) school year or forfeit all reimbursement fees, and if less than two (2) school years, forfeit fifty percent (50%) of all reimbursement fees.

G. Insurance

The Leland Board of Education grants the following benefits for full-time Bargaining Unit Members and eligible dependents (i.e. spouse and children). Bargaining Unit Members employed part-time shall have insurance benefits prorated on the same fractional base for which they are employed.

Insurance shall be defined in the MESSA CHOICES II benefit packages, Plan A and Plan B, listed below.

Health - MESSA CHOICES II , PAK A:

\$100/\$200 IN deductible; \$250/\$500 OON deductible;
\$5/\$10/\$25 OV/UC/ER Copay; \$10/\$20 RX Drug Copay; Riders included, none.

LTD - 66.67% - 90 Calendar Day Modified Fill, Pre-existing Condition Waiver, \$5,000 Monthly Max on Benefits, Alcohol/Drug & Mental/Nervous - two years, Freeze on Offsets
 Negotiated Life - \$1,000 with AD&D
 Vision - VSP 2
 Dental - Delta Dental; 100/90/90: \$1000
 MESSA Preferred Rx prescription drug program \$10.00/\$20.00 deductible

The Board of Education shall reimburse the difference in each prescription deductible as follows:

	Generic	Name Brand
Up to 34 day supply	\$ 5.00	\$15.00
90 day supply retail	15.00	35.00
90 day supply mail order	18.00	38.00

Bargaining Unit Members shall be responsible for insurance deductibles and prescription drug co-pays except as reimbursed above.

Plan B - for Bargaining Unit Members not receiving health insurance:

LTD (same as above)
 Negotiated Life - \$6,000 with AD&D
 Vision - VSP 2
 Dental - Delta Dental; 100/90/90: \$1000

Each Bargaining Unit employee will contribute \$100.00 each of twenty-six pays (\$2,600.00 annually or 11.74% of the full family coverage premium) to their Pak A premiums in 2011-2012, and a bi-weekly amount equal to 15% of the cost of annual PAK A full family premiums in 2012-1013. Teachers working less than full-time shall pay a prorated share of the forgoing.

Bargaining Unit Members not selecting health insurance coverage shall be provided cash in lieu of insurance equal to a single subscriber rate for the new MESSA policy with a reduction equal to the amount paid for insurance premiums for a full time teacher. Teachers working less than full time, shall receive the prorate share of cash in lieu as their teaching time.

H. Terminal Pay

To qualify for terminal pay, the teacher must have taught in the Leland Public School for a minimum of ten (10) consecutive years, be qualified for retirement under the policy of the Michigan Public School Employee's Retirement System, and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed.

A teacher qualifying for terminal pay shall receive ten percent (10%) of his/her daily base pay in effect in the year immediately prior to year of retirement for each day of sick leave not used during the term of continuous employment in the Leland Public School. For purposes of this subparagraph, "sick leave days" shall include unlimited sick day accumulation. Retiring teacher terminal pay will be paid into a TSA on behalf of the retiring teacher, through a vendor approved by Leland Public School.

J. MASTER TEACHER INCENTIVE PROGRAM

1. Any teacher who has acquired at least ten (10) years of service in the Michigan Public School Employee's Retirement System (MPERS) and has also been employed by the Leland Public School for at least ten (10) years shall be eligible to make written application for enrollment in the MASTER TEACHER INCENTIVE PROGRAM. The application must be submitted to the Superintendent's office on any date between March 1 and March 31, inclusive, of the year preceding the beginning of the three (3) year program.

2. The Board shall enroll up to two (2) teachers per year if interested teachers are eligible; however, that number may be increased at the sole discretion of the Board. In the event more than two (2) teachers make application and each is eligible to enter the program, the Board will honor the first two (2) applications received by the Superintendent's office. The maximum number of teachers that may be in the program in the same year is six (6).

3. Each teacher who voluntarily enters into this program must submit an employment resignation effective with the last teacher work day of the school year not to exceed three (3) years henceforth. Upon acceptance of the resignation by the Board the teacher who has met the conditions stated in A and B above, the teacher will be placed in the MASTER TEACHER INCENTIVE PROGRAM. Any teacher who requests and is granted an early retirement incentive under "Early Retirement" as outlined in Section I shall not be eligible for the MASTER TEACHER INCENTIVE PROGRAM as outlined in this section.

4. Each teacher enrolled in the program will receive the following:

a. For the first school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, teachers shall receive, in addition to their salary as stated in the annual salary schedule, a stipend of five-thousand dollars (\$5,000), payable with the last pay in June of that school year.

b. For the second school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, teachers shall receive, in addition to their salary as stated in the annual salary schedule, a stipend of five-thousand dollars (\$5,000), payable with the last pay in June of that school year.

c. For the third school year in the Board approved MASTER TEACHER INCENTIVE PROGRAM, teachers shall receive, in addition to their salary as stated in the annual salary schedule, a stipend of five-thousand dollars (\$5,000), payable with the last pay in June of that school year.

5. The incentive benefits in paragraphs J.4, a, b, or c may be received in a prorated manner should any eligible teacher choose to participate in the program for less than the three (3) year maximum.

6. Each Master Teacher shall be available to work a minimum of 100 hours per year in various assignments, such as, but not limited to, chairing committees (curriculum, school improvement, NCA) curriculum development, grant writing, etc. The exact plan for each Master Teacher shall be mutually agreed upon in writing by the Master Teacher and the Administration.

ARTICLE 13

MISCELLANEOUS

- A. Copies of this Agreement shall be printed at the expense of Employer and furnished to all teachers of the Leland Public School.
- B. If any provision of this Agreement or application thereof shall be found contrary to law, then such provisions or application shall be deemed not valid and deleted from the Agreement, but all other provisions or applications shall continue in force and effect.
- C. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Employer or its representatives which are not inconsistent with the provisions of this Agreement; provided, that a teacher may reasonably refuse to carry out an order which threatens physical safety or well being or is professionally demeaning.
- D. The provision of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or association with, the activities of any employees' organization.
- E. This Agreement shall constitute the full and complete agreement between the parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in written and signed amendments to this Agreement, except as Michigan law may otherwise dictate.

ARTICLE 14

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of _____ and shall continue in full force and effect until August 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

LELAND EDUCATION
ASSOCIATION/NMEA

LELAND SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Chief Spokesperson

By _____
Vice President

By _____
Negotiating Committee Member

By _____
Secretary

By _____
Negotiating Committee Member

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee

CONTINGENT ADDENDUM

In the event that any portions of PA 100-103 become unenforceable or are repealed, the following language shall be implemented in situations concerning employment, assignment, and teacher evaluations.

EMPLOYMENT AND ASSIGNMENT

A. Vacancies

1. Whenever a vacancy in a teaching or administrative position occurs which is intended to be filled, the Employer shall give written notification to the Association through its President, and shall post the vacancy in the faculty work room. During the period between the closing of school in June and the opening of school in September, a notice will be mailed to all teachers.
2. Notification shall be given within five (5) school days of the determination that a vacancy which is to be filled has occurred.
3. Any properly certified staff member may apply for a posted vacancy.
4. No vacancy shall be filled until five (5) days after posting unless the vacancy occurs between August 15 and the first day of school, in which case the Employer shall notify the Association President orally or in writing of the vacancy and of the time limits required to fill such vacancy.

B. Assignments

1. Teachers for grades 7-12, should not be assigned, except temporarily and for good cause, outside their major or minor field of study for which they are certified.
2. Prior to August 1 of each year, the Employer shall make available a schedule of teaching assignments for the forthcoming year. Should changes in assignment be necessary, the proposed changes in assignment shall be discussed with the teacher or teachers affected prior to consummation of assignments. If the teacher is not available for discussion, he/she shall be notified of the change in writing. Assignment changes shall be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grades unless a teacher requests such change.
3. A written and signature contract shall be furnished each faculty member within three (3) weeks after the Master Agreement has been ratified. The contract shall contain the teacher's tenure status, dates of contract coverage, teaching salary, and the sum to be received each pay period. The contract shall further state that the individual contract is subject to the terms and provisions of the Master Agreement. In lieu of a written annual contract for teachers who have obtained tenure, the district may enter into a continuing contract. The Employer will annually provide an employment status update to tenure teachers which includes the same data as outlined above.

C. Transfer

1. The right of determination of teacher transfer is vested in the Employer or its designated representative.

2. When the Employer transfers a teacher, the proposed transfer shall be discussed with the teacher or teachers affected prior to the consummation of transfer. Further, the Employer shall take into consideration the professional preferences of the teacher, certification, and the best interests of the students and the school system.

3. A teacher who wishes to transfer to another position shall submit a written request to the Superintendent. Within ten (10) days, the Superintendent or his/her designated representative shall inform the applicant of the disposition of his/her request.

D. Reduction in Personnel

1. If the Employer determines a reduction in personnel is necessary, the Employer shall retain tenured teachers who are both certified to teach in those areas of discipline, and who are highly qualified according to the No Child Left Behind Act of 2001, as amended.

2. Any bargaining unit member who is assigned to an administrative position and subsequently returns to the bargaining unit shall have his/her seniority reinstated to the last date of service in the bargaining unit.

3. Teacher(s) will be given sixty (60) calendar days notice prior to being laid off. There shall be no reduction in the number of teaching positions during the school year unless adverse financial conditions or total enrollment decreases create a need for midyear reduction in staff.

4. Teachers will be recalled in reverse order of layoff when also meeting the Highly Qualified language as contained in the requirements of the No Child Left Behind Act of 2001, as amended.

5. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address.

6. Teachers recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff. Teachers who are laid off at the end of the school year and recalled the following September shall retain accumulated sick leave and shall be entitled to move on the salary schedule as though their service had not been interrupted.

7. Refusal or acceptance of a position that is less than full-time employment within the system shall not affect the teacher's recall rights to a full-time position, unless otherwise agreed in writing, except that a teacher who was part-time at lay-off must accept recall to a part-time position that is equal to the one held at lay-off, or forfeit further recall rights.

8. No new probationary teachers shall be employed by the Employer while there are laid off tenured teachers in the district unless none of the laid off tenured teachers are certified nor highly qualified according to the No Child Left Behind Act of 2001, as amended, for that vacancy.

9. A seniority list will be developed and updated by January 1 each year with a copy of said seniority list sent to the Association.

TEACHER EVALUATION

A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration and it is understood that the evaluation process includes the entire work performance of the teacher. Written evaluations shall be provided as follows:

1. Probationary Teachers:

a. Within 25 student-session days of initial employment, or by October 1 of each year, whichever is later, a conference will be held where each probationary teacher shall be apprised of at least the minimum criteria upon which s/he will be evaluated. By November 15, or 45 days, whichever is later, the Individual Development Plan (IDP) shall be developed jointly with the probationary teacher at a conference called by the evaluator for that purpose.

b. Each probationary teacher shall be observed at least twice each school year during the probationary period. The first observation shall be completed prior to fifteen (15) weeks of employment. The second observation shall be completed prior to thirty (30) weeks of employment. A personal interview will be held to review the job performance within five (5) school days following the observation except by mutual agreement in writing, the time may be extended. The evaluator shall review his/her written notes with the employee at the interview. The first and last classroom evaluations shall be at least sixty (60) days apart. By May 1, or sixty (60) days prior to the anniversary date of hire, of each school year, the Employer shall provide the probationary teacher with an evaluation as to whether or not his/her work has been satisfactory. The annual year-end performance evaluation shall be based upon at least two classroom observations and shall include an assessment of the teacher's progress in meeting the goals of his/her Individual Development Plan (IDP).

2. Tenure Teachers:

a. Tenure teachers shall be evaluated at least once each year prior to May 1. The evaluation will be based upon a minimum of two (2) classroom observations. A personal interview will be held with each tenure teacher within five (5) school days following an observation, except by mutual agreement in writing, the time may be extended. If a tenured teacher receives a less-than-satisfactory performance evaluation, the district will provide the teacher with an Individual Development Plan (IDP).

b. Upon request of the teacher, a copy of the evaluation form shall be made available. At the request of the teacher, the principal/supervisor shall discuss and share at least minimum evaluation criteria for clarification purposes.

B. The written evaluation shall be presented to the teacher at a personal conference. A copy shall be signed by the teacher and retained in the teacher's personnel file. One copy may be retained by the teacher.

1. All observations of the work performance of a teacher shall be conducted with full knowledge of the teacher.

2. A formal observation of a teacher shall not be for less than twenty (20) minutes.

3. The evaluator shall reduce his/her observation to writing, which shall include a statement of the strengths and weaknesses of the teacher and where appropriate, means and methods of improvement.

4. A copy of the evaluation shall be signed by the teacher. The teacher's signature shall indicate only that s/he is aware of the contents of the evaluation. Within five (5) days of receipt of the observation report and/or evaluation, the teacher may submit a written response which will be attached to the observation report and/or evaluation.