



**Alternative Education
Tentative Agreement
September 3, 2013**

Summary



Article I	Removes language on dues deduction									
Article III	<p>Professional Compensation</p> <p>A. Changes years Increases instructional days from 172 to 175 in 2014-2015</p> <p>C. Changes salary schedule from 2013-2014 to 2013-2016 Allows for Master's degrees to include second semester</p> <p>E. (2-3) Provides for compensation for after school virtual learning and seat time waiver</p> <p>(6) Date change – stipends</p>									
Article IV	<p>Teaching Loads</p> <p>A. Defines instruction day, lunch, and class size</p> <p>C. Deletes old language on restructured day (new language in A.2.)</p>									
Article VII	<p>Seniority</p> <p>A. Language clean up</p>									
Article VIII	<p>Protection of Teachers</p> <p>C. Deletes prohibited layoff language and provides new language</p>									
Article XI	Insurance -- Beginning January 1, 2014 provides same health, vision, dental, life, and long term disability as teachers.									
Article XII	Duration – through June 30, 2016									
Calendars	<table border="0"> <tr> <td>2013-2104</td> <td>182 days</td> <td>10 professional development -172 instructional</td> </tr> <tr> <td>2014-2015</td> <td>182 days</td> <td>7 professional development -175 instructional</td> </tr> <tr> <td>2015-2016</td> <td>182 days</td> <td>7 professional development - 175 instructional</td> </tr> </table>	2013-2104	182 days	10 professional development -172 instructional	2014-2015	182 days	7 professional development -175 instructional	2015-2016	182 days	7 professional development - 175 instructional
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2014-2015	182 days	7 professional development -175 instructional								
2015-2016	182 days	7 professional development - 175 instructional								

Addendum A
L'Anse Creuse Alternative Education Teachers

Recognition

L'Anse Creuse Alternative Education teachers, social workers, and certified or licensed school counselors in the alternative education program shall also be included in this recognition clause and shall be addressed only in the articles below included in Addendum A of this agreement. No other articles, sections, or provisions of the collective bargaining agreement, excepting those contained within this Addendum A shall be applicable to said L'Anse Creuse Alternative Education staff.

- A. The Board hereby recognizes the Association as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel (including school social workers, vocationally certified teachers, school psychologists, and those non-certified personnel hired under State Statute P.A #25 of 1990) currently under contract with the Board of Education of L'Anse Creuse Public Schools, Harrison Township, Michigan, and any category not being supervisory shall be included in this unit: Excluding Superintendent, Assistant Superintendent for Curriculum and Instruction, Assistant Superintendent for Human Resources, Assistant Superintendent for Business, Executive Director for Support Services, Director for Finance, Executive Director for Instructional Support, Director for Special Education, Director for Curriculum and Instruction, Director for Human Resources, Director for the John R. Armstrong Performing Arts Center, Director for Adult Education, Director for Early Childhood, Director for Community Education, Principals, and Associate Principals and any other supervisory positions that includes evaluation of bargaining unit members. The Association acknowledges that it shall not seek to represent or include said positions in the bargaining unit or allege any community of interest in their bargaining unit. The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law charged with the responsibility of supervision and the welfare of the school district. Whenever the term "Superintendent" is used hereinafter in this Agreement, it shall mean the person holding that title or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement. Any references to an "Administrator" in this Agreement shall mean the person holding that administrative position or any person to whom he/she may delegate the responsibility referred to in this Agreement. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment



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is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

- C. ~~Within thirty (30) days of the beginning of the employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.~~

~~It is recognized that because of religious convictions, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreement. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with this section of this Agreement, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments of the Association, and the Michigan Education Association and the National Education Association. In the event that a teacher shall not pay such dues or service fees directly to the Association or authorized payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just cause, and therefore not arbitrary and capricious, for discharge from employment.~~

~~In all cases where the Association requests discharge for violation of this Article, the Association shall notify the teacher of noncompliance and shall provide ten (10) days for compliance, and shall advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the employee in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive a hearing before the Board of Education limited to the question of whether he/she has failed to pay the service fee.~~

~~The MEA-NEA, LOCAL 1 will defend and save harmless the Employer for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article I of this Agreement.~~

~~Pursuant to Abood v Detroit Federation of Teachers, 431 US 209,240 (1977), the Association established a procedure set forth in the "Policy Regarding Objection to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by The Association (including MEA or NEA) of any funds collected from him/her pursuant to this Article, such person may present such objection pursuant to that policy and the procedures therein set forth; however,~~

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~~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. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such 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.~~

- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher and Association Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment or any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States of America; 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 collective professional negotiations with the Board, 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 and committees authorized by the Association shall be allowed the use of school building facilities in accordance with the current school facility use policies and forms. The Association will be allowed the use of established communication facilities exclusive of television.
- C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- D. Except when immediate action is necessary for the health, safety, and welfare of students, a teacher shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged teacher-administrative meeting where reasons, that are not arbitrary or capricious, for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated. The

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meeting will be conducted at a location where privacy is assured. At all times teachers will be entitled to have a representative of the Association present at such a meeting. When request for such representation is made, no action shall be taken with respect to the teacher until such representative is present. The Association shall endeavor to provide representation within two (2) working days.

- E. A building school improvement team, in cooperation with the building principal, may develop building proposals that encompasses instructional strategies.

Management Rights

A. Authority of the Board - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the L'Anse Creuse Public Schools school district.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the rights to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provision of this Agreement.

The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

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6. Determine the qualification of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement or operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- B. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no strike, as defined in Section 1 of Public Act 379, will be voted, condoned, authorized, or undertaken by its members within the life of this Agreement, and that any teacher engaging in a concerted work stoppage, authorized or unauthorized by the Association, in the L'Anse Creuse Public Schools school district or any of its schools will be subject to dismissal according to statutory provisions.

ARTICLE III

Professional Compensation

The terms of this agreement are based on current Full Time Equivalent (Students) FTE and Federal and State dollar allocations. Reductions and/or loss of funding may cause some or all of the conditions set forth to be subject to change as determined by Administration.

- A. Staff compensation included in this agreement comprehensively includes student instructional time, preparation time (no additional preparation will be provided and staff is expected to report to work prepared for his/her duties as assigned) and non-instructional hours. In ~~2010-2011~~ ~~2011-2012~~ **2013-2014**, compensation will be based on a teaching schedule of 182 reporting days which includes days established for the

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purpose of staff/professional development, staff meetings and evening open houses and/or parent conferences. In 2011-2012 2014-2015 and 2015-2016 compensation will be based on a teaching schedule of 182 days (including 175 student days if required by law and 7 additional reporting days). If 175 student days are required by law then the student contact hours will be reduced accordingly if allowed. If 175 student days are not required by law in either of those two years, then there will be 172 student days and 10 additional reporting days

B. Counselors working full time will be scheduled for counseling duties and registration.

- Additional registration dates will be scheduled. Such days will be:
 - Initially staffed through a volunteer process
 - Mandated if volunteer process does not result in appropriate levels of staffing
 - Compensated at the rate of pay for curriculum development and teachers of homebound students

C. The salary schedule is based upon the regular school calendar as set forth in Schedule B and the normal teaching load as defined in this Agreement.

SALARY SCHEDULES

Step	2012-2013		Step	2013-2014 2013-2016	
	B.A.	M.A.		B.A.	M.A.
0	\$34,666	\$35,359	0	\$34,666	\$35,359
1	\$35,937	\$36,656	1	\$35,937	\$36,656
2	\$37,287	\$38,033	2	\$37,287	\$38,033
3	\$38,637	\$39,410	3	\$38,637	\$39,410
4	\$39,388	\$40,176	4	\$39,388	\$40,176
5	\$40,191	\$40,995	5	\$40,191	\$40,995
6	\$41,198	\$42,022	6	\$41,198	\$42,022
7	\$42,003	\$42,843	7	\$42,003	\$42,843
8	\$42,830	\$43,687	8	\$42,830	\$43,687
9	\$44,140	\$45,023	9	\$44,140	\$45,023
10	\$45,674	\$46,585	10	\$45,674	\$46,585
11	\$47,043	\$47,984	11	\$47,043	\$47,984
12*	\$48,454	\$49,424	12	\$48,454	\$49,424
			13**	\$49,908	\$50,906
			14**	\$51,405	\$52,433
			15**	\$52,947	\$54,006

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* ~~2012-2013 Step 12 reflects a 3% increase~~

** 2013-2014 - Steps 13, 14, and 15 each reflect a 3% increase. Teachers will advance one step on the salary schedule for the ~~2013-2014 school year~~ **each year of this agreement.**

Teachers working less than full time will be paid on a pro-rata basis upon the amount of time worked.

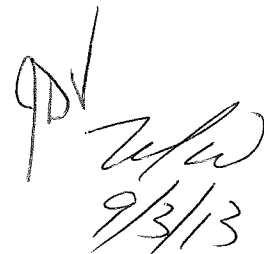
*Masters Degree must be in education, counseling, social work, appropriate content area, or administration. **All salary adjustments for the awarding of a Masters Degree shall be effective at the beginning of each semester providing that written verification from the education institution that such degree has been successfully completed is received by the Human Resources office prior to November 1 for the first semester of that school year, and prior to March 1 for second semester of that school year.** ~~Official transcript must be in the Human Resources Office by October 1st to receive benefit for that school year, and be approved in advance by administration.~~

D. Expectations:

1. Teachers qualifying for this compensation plan are expected to be in the classroom the number of hours indicated; prepared to meet the educational expectations of the program. Each individual staff member will be best suited to determine what additional time is necessary to prepare for the day's instructional activities, notify parents and students of the student's progress and conduct normal school business activities. It is also expected that each professional staff member will be involved in one or more school related activities (as part of this package) including (but not exclusive of): school improvement, curriculum development, club sponsorship and student activities. If participation in these activities interferes drastically with the expected instructional delivery, sub arrangements may be made on a case by case basis at the discretion of Administration.
2. All staff covered under this agreement will be required to receive all compensation via direct deposit located at any recognized financial institution. Record of salary payment will be received online at the designated employee website that displays all pertinent pay stub information.
3. Each teacher shall have the option of selecting a salary biweekly payment plan including or not including summer months. Teachers receiving biweekly payments on an annual basis may opt at receiving a lump sum payment in June for the balance of their salary by notifying payroll by April 1 of the current school year.

E. Additional Compensation

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Revised 9-3-13 (NBD)

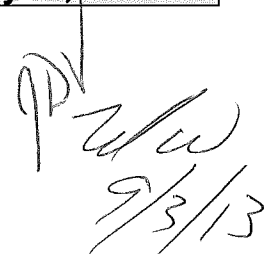
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1. Summer School: Teachers of summer school classes shall be compensated on a prorated basis at an hourly rate of twenty-one dollars (\$21).
2. **After school Virtual Learning: Classes may be offered for eligible students as determined by state and local rules and regulations. The on-site mentor teacher position will be first offered to bargaining unit members. The position will be filled on a voluntary basis. The assignment will be considered a supplemental. Teacher will be paid at a rate of \$150 per student per semester based on count day enrollment. There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of the district's participation in the program. The teacher will be expected to perform record keeping activities and to monitor and assist students as needed or as assigned by the Principal. To the extent possible, the on-site teacher will be a content area teacher in the content of the on-line class.**
3. **Seat Time Waiver: Bargaining unit members who are responsible for students who are working from home on a state approved seat time waiver will be paid at the curriculum rate for up to 2 hours per week per student for work performed outside of the contractual work day.**
4. Curriculum development: Additional time for curriculum development may be necessary to meet program/state/district expectations. At the discretion of Administration, teachers may be allocated additional curriculum development time during non-instructional or professional development periods (i.e. summer or vacation periods). Staff qualifying under this provision must have the time pre-approved by administration and will be compensated at the rate of twenty-one (\$21) per hour.
5. Supplemental salary positions are as follows:

Team Leader / Professional Development \$600 per semester

6. Stipends will be distributed in December and June of each year on the Supplemental Pay Days on the dates below.

2011-2012	January 27, 2012	and	May 18, 2012
2012-2013	January 25, 2013	and	MAY 17, 2013
2013-2014	January 24, 2014	and	May 16, 2014
2014-2015	January 23, 2015	and	May 15, 2015
2015-2016	January 22, 2016	and	May 13, 2016


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7. Teachers of Homebound students will be compensated at \$21.00 per hour when approved in advance in writing by administration.

F. Longevity Payments:

Longevity payments will be paid in accordance with the schedule below. Each yearly payment will be paid in a lump sum no later than June 30 with each payment to be made at the end of the year as specified in the schedule below. It is understood that longevity pay shall be computed on the basis of years service in the L'Anse Creuse Public Schools school district.

In the event a teacher does not complete the school year or is employed for less than a full school year, the longevity payment shall be prorated based upon a ratio of the number of workdays such teacher worked to the number of scheduled workdays.

Teachers may have the option of receiving longevity payments in the biweekly payment plan by notifying the Payroll Department on or before April 1 of the current year. Payments will be made during the year following eligibility for longevity compensation.

**AMOUNTS PER YEAR
YEARS OF SERVICE (NOT CUMULATIVE)**

End of 12-14	\$ 550
End of 15-20	\$ 900
End of 21-25	\$ 1,400
End of 26th year and thereafter	\$ 2,000

Article IV

A. Teaching Hours and Loads:

1. Full-time is equal to 8 hours plus ~~a thirty (30) minute lunch~~ **an unpaid lunch period not to exceed thirty (30) minutes.**
2. ~~A committee consisting of three (3) administrators and three (3) teachers appointed by the Association will be formed by May 1, 2013 to review and develop daily schedules for the 2013—2014 school year for the negotiating team. The recommendation can not include less than an eight (8) hour work day unless there is mutual agreement of both parties. There shall be no change in teaching loads or hours from the 2012-2013 school year without mutual agreement of both parties.~~

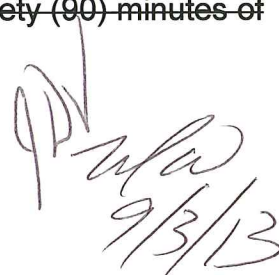
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2. **The normal weekly teaching load shall consist of forty (40) periods of instruction per week and no more than three hundred ninety four (394) minutes per day of student instruction time. The eight (8) hour day will include seven (7) classes and one (1) online lab, lab offered with teacher input, or additional support hour and at least one planning period equivalent to a class period. On restructured days, instruction time is not to exceed 340 minutes, with no scheduled planning period. Up to 45 minutes, one day a week, may be used for staff meetings during the planning period.**
3. A flex schedule, as agreed upon by both parties, that includes an eight (8) hour workday of student instruction time, online lab time, planning time, and ~~a thirty (30)-minute~~ **up to a 30 minute unpaid lunch** may be implemented.
4. Staff members working less than a full time schedule will receive a pro rata salary based upon the full time teacher schedule.
5. All teachers are expected to report 10 minutes prior to the start of their first class.
6. Management rights to alter the calendar and daily schedule based on program needs.
7. **Hour** schedule is based upon seat time waiver from Michigan Department of Education.
8. **The class size limit for virtual/computer/internet/Plato/blended on-site classes shall be based upon the number of stations available or 40, whichever is less.**
9. **The class load limit will be 195 students per day, excluding physical education and music. A paraprofessional will be assigned to assist in the classroom for one class period per day for every 20 students assigned over the daily class load limit of 195.**

B. Additional Registration Periods

1. Compensation of registration periods outside of the calendar will be at the rate of twenty-one dollars (\$21) per hour.
2. To accommodate registration periods, administration will seek volunteers from the counseling and social worker group.

C. ~~A restructured school day will be scheduled Wednesdays to align with L'Anse Creuse Public Schools. The student day will be decreased by sixty (60) minutes and the teacher day will be extended by (30) minutes for a total of ninety (90) minutes of professional work time.~~

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Professional work time on restructured Wednesdays shall be apportioned among school improvement initiatives and implemented through the professional learning communities process as developed by the Team Leaders in conjunction with administration, and building meetings. At least one of the restructured Wednesdays per month will be designated either records day if near the end of the marking periods or personal prep.

- D. Teacher Schedules: The daily schedule of each staff will be set-forth by the administration in compliance with the needs of the program and in the best interest of the instructional day for the students served.
- E. In-Service Days/Staff Meetings: Administration can schedule professional development, in-service work days and/or staff meetings throughout the academic year as aligned with the agreed upon calendar. A tentative schedule will be provided by the first day of the fall term.
- F. Evenings: Administration may schedule no more than three evening meetings after 5:00 p.m. during the instructional year and to be part of the days for meeting/staff development time, which may include parent nights, open house, graduation, and Parent Teacher Conferences.

Leaves

A. Illness or Disability

1. Bargaining unit members working .75 FTE or more shall be credited with one (1) sick day per month commencing September 1st and ending in June of each school year with a maximum of ten (10) per year. Bargaining unit members working less than .75 FTE shall be credited with one-half (.5) sick day per month commencing September 1st and ending in June with a maximum of five (5) per year.
2. If a teacher is employed for less than the full school year, the allowance is reduced by one day for each month of the school year in which they are not employed. The unused portion shall accumulate from year to year to a limit of one hundred (100) days.
3. Bargaining unit members working less than .75 FTE will be charged for a .5 FTE (half) day each time they are absent. Bargaining unit members working .75 FTE or more will be charged for a full day.
4. The sick days may be used by bargaining unit members for illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions; medical treatment of the

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member of the bargaining unit; or serious illness of a member of the immediate family of the bargaining unit member. (Immediate family shall be interpreted as: mother, father, wife, husband, child, sister, and brother; or the family unit living in the teacher's household).

5. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession may be reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
 6. The Board shall maintain records of all sick days. On or before the first pay period in October, the Board shall provide a written statement to each teacher of his/her number of accumulated sick days and any unused personal leave days earned through the last school day of June of the previous school year.
- B. Bereavement and other: It is the intention that bereavement time be utilized for the purpose of making funeral arrangements and to attend funeral proceedings. Staff under this guideline will receive up to Five (5) days for the death of a member of the immediate family. (Immediate family shall be interpreted as mother, father, spouse, and child). Three (3) days shall be allowed for the death of remaining family members (sister, brother, mother-in-law, father-in-law, or step relations of the employee, or a person living in the teacher's/Counselor's household). Two (2) additional days may be allowed if necessary and charged to sick leave. Two (2) days shall be allowed for the death of an employee's grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law and shall be charged to sick leave. Leave days may be non-consecutive and must be used within an eight (8) day period following the death unless there are extenuating circumstances. One (1) day leaves may be granted for funerals of others than those persons defined above and will be charged to sick leave. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid. Leave days must be taken in either full or half-day increments. The parties recognize that occasionally a memorial service, not immediately following the death, will supplant a funeral. The above provisions apply in such circumstance.
- C. Personal Leave Days - The Board agrees to provide two (2) leave days for bargaining unit members working .75 FTE or more. Bargaining unit members working less than .75 FTE shall be provided one (1) leave day. Personal leave days shall not be used:

- Beginning or end of a school year

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- The day before or after holidays/break

- D. Upon the recommendation of the Superintendent, the Board may, at the Board's expense, require a teacher to submit to a mental or physical examination by appropriate specialists to determine whether involuntary sick leave is warranted. If the report of the Board's doctor and the report of the employee's doctor are in disagreement or conflict, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at Board expense by an appropriate specialist in the area of controversy.
- E. A teacher who is unable to teach because of personal illness as indicated in writing by a qualified M.D. or D.O. and/or Board appointed doctor, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness up to one (1) year. Leave requests should be scheduled by the teacher at semester break when possible. Further extensions shall be granted if the illness, as indicated by additional writing by a qualified M.D. or D.O., supports such extensions.

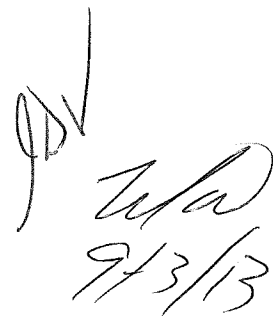
Upon return from such leave for a year or less, a teacher will be assigned to the same or similar position from which he/she was granted leave. Such return shall begin at the start of a new school year. A teacher returning from leave shall give written notification by mail to the Human Resources Office at least by March 1st or forty-five (45) calendar days before the end of the semester break, or before any point of time during the school year of his/her intent to return from leave to full-time teaching. A teacher on leave or returning from leave shall also be included in the reduction of staff or recall procedure.

- F. Bargaining unit members fall under the provisions of the Worker's Compensation Law. If a teacher incurs an injury on the job, s/he will need to file an accident report.
- G. The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as practicable. Proper certification of the reason for the leave must be provided. Teachers will receive all rights and benefits for the duration of the leave, including accrual of seniority. All child care leaves allowable under the Family and Medical Leave Act (FMLA) will be unpaid.

ARTICLE V

Teaching Conditions

8-27-13 (TB)
Revised 9-3-13 (NBD)



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A. Mentor Teacher

The Association and the Board recognize the importance of ensuring that beginning teachers have positive and successful first years in the classroom. The Teacher Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by one or more skilled and experienced teachers. This relationship should be collegial in nature, and all experiences should be directed toward the development and refinement of the knowledge, skills and dispositions necessary for effective learning. This process is expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance. Assistance, resources and information is provided through classroom observation, conferencing, coaching and communication.

1. Mentor teachers shall be tenured teachers. Participation shall be voluntary and a minimum of one (1) year in duration. The assignment may be continued in succeeding years by mutual agreement of the mentor, new teacher and administrator. A mentor teacher shall be assigned to one (1) new teacher unless the parties mutually agree, on a case-by-case basis, to a different arrangement.
2. The building administrator shall attempt to match mentor teachers with new teachers who work in the same building, have the same area of certification and if possible, teach at the same level. A common planning time is beneficial for communication and every effort to accommodate this will be made.
3. The relationship between the mentor and new teacher shall be confidential and not a component of the evaluation process of either the mentor or the new teacher.
4. Released time shall be made available for classroom observation and follow-up communication. The amount of release time shall vary and shall be arranged with the approval of the building administrator.
5. Through this process, experienced educators shall share their knowledge and expertise with new teachers, which ultimately benefits students, teachers, and the teaching profession.
6. Mentor teachers shall attend an orientation program at the beginning of each year and submit a summary at the end of each year of those activities that rendered assistance and support to the new teacher.
7. Each mentor teacher shall receive one (1) additional personal day per year. Employees must give one (1) week notice prior to use of said day. Mentors shall also have access to one hundred dollars (\$100) per year in funds for educational materials.

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- B. Since the Board realizes that the health and safety of the students and professional employees are of the utmost importance for a sound educational program, the Board agrees that when other district facilities are not available, teachers will not be expected to report to, or work when their school is forced to be closed because of unsafe driving conditions or the breakdown of heating, electrical, or sanitary equipment.
- C. When the school district has an Association member who requests specialized working conditions under Americans with Disabilities Act (ADA), representatives of the Board and the Association shall meet to discuss what may be necessary to provide a suitable working situation for the employee on a case-by-case basis.
- D. The Board of Education agrees to abide by the non-discrimination provisions of Federal and State law and the attendant regulations therein.
- E. Arbitrary and Capricious, as used in Board Policies/Administrative Guidelines, shall be determined on the following factors:
- The adequacy of the evidence derived from the investigation.
 - The seriousness of the offense or misconduct.
 - The teacher's prior record.
 - The treatment of similarly situated teachers.
 - The existence of aggravating or mitigating factors.
- F. Both the Board and the Association agree that the evaluation of student performance is the responsibility of the professional staff within the Association, unless the law expressly requires otherwise. Since such individuals have first-hand knowledge of the students' skills, abilities, and achievements, any change in any report card grade will only be made consistent with requirements and procedures as identified in Board Policy, section 8055. The teacher shall be notified of any subsequent grade change.
- G. Teachers shall be free to choose--within the state and local curriculum guidelines, best practice, and the L'Anse Creuse "Standards for Effective Teaching"-- appropriate materials and methodologies.

ARTICLE VI

Grievance Procedure

- A. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement or any matter relative to rate of pay, salaries, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement. A building or school improvement committee decision, which violates the collective bargaining agreement, is also subject to the grievance

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procedure. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance may be submitted according to the grievance procedure herein.

- B. In the event that a teacher or the Association believes there is a basis for a grievance, the grievant shall within five (5) school days of the distressing issue first discuss the alleged violation with the principal or supervisor either personally or accompanied by his/her Association representative.
- C. If, as a result of the informal discussion with the principal or supervisor, a grievance still exists, the grievant may after five (5) school days and no later than ten (10) school days of the oral initiation invoke the formal grievance procedure through the Association, using the proper forms, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one (1) school building, it may be filed with the Assistant Superintendent for Human Resources.
- D. Within five (5) school days of receipt of the grievance, the principal or supervisor shall indicate his/her disposition of the grievance in writing to the grievant and to the Association representative.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of receipt by the principal or supervisor, the grievance shall be transmitted within five (5) school days to the Assistant Superintendent for Human Resources. Within ten (10) school days the Assistant Superintendent for Human Resources shall meet with up to two (2) representatives of the Association on the grievance and shall indicate his disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association. If the Assistant Superintendent for Human Resources is not available, the grievance may be filed with his/her designated representative.
- F. If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for Human Resources or if no disposition has been made within ten (10) school days of such meeting or twenty (20) school days from the date of filing, whichever shall be later], the grievance shall be transmitted within twenty (20) school days to the American Arbitration Association.
- G. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) school day period, and if not so delivered, the grievance shall be abandoned.

The arbitrator will be selected according to the rules set forth by the American Arbitration Association.

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The arbitrator so selected will confer with the parties and hold hearings in accordance to the rules set forth by the American Arbitration Association.

The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific Article or Section of this Agreement or any matter relative to rate of pay, salaries, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement has been violated. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

- H. The fees and expenses of the arbitrator shall be shared equally by the two (2) parties.
- I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation loss, less any remuneration earned during the period of discharge.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. During the summer, Board workdays will constitute school workdays for processing a grievance.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE VII

Seniority

- A. L'Anse Creuse Alternative Education teachers shall ~~have~~ **maintain** a separate seniority list. L'Anse Creuse Alternative Education teachers' seniority shall only apply to L'Anse Creuse Alternative Education and shall not be transferable.

Seniority shall also accrue to bargaining unit members who are on disability leave or teachers who are on layoff status for up to two years. Time for unpaid leave of absence shall not count toward seniority.

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B. The seniority list shall be updated by March 1 of each school year. A person's ranking on the seniority list shall begin upon ratification of this agreement. Teachers will also be given additional time for years of service prior to the ratification of this agreement as follows:

0-5 years	+1 year
6-10 years	+2 years
10 years or greater	+3 years

In the event a person shall be placed on layoff status, they shall remain on the seniority list for two (2) years or for a period of time equal to the time they were employed in the bargaining unit, whichever is less. New hires will be ranked on the seniority list in the order of their first employment date and lottery number.

ARTICLE VIII

VACANCIES

A. Tentative Assignment Notifications

The Board shall determine the tentative assignments for the forthcoming school year and give notice of same no later than the June meeting of the Board of Education, prior to the end of the school year.

B. Vacancies

For purposes of this Agreement, a vacancy shall be defined as a position within the bargaining unit which is unoccupied or a position which is created within the bargaining unit. Whenever any teacher vacancy occurs or a newly created position is established within the bargaining unit prior to August 15, the Board shall post the same for five (5) school days and give written notice to the Association.

After the start of the school year, when a position is vacant for sixty (60) school days, the position will be posted and written notice of the vacancy shall be given to the Association. Due to the uncertainty of the enrollment at L'Anse Creuse Alternative Education, long-term subs may be necessary to support student placement. When a position is vacant for sixty (60) school days, the position will be posted and written notice of the vacancy shall be given to the Association.

C. ~~Vacancies shall be filled by recalling teachers currently on layoff status.~~ Teachers who successfully complete a probationary period are entitled to continuous employment. No new teachers shall be hired in subject areas before teachers who are laid off from other subject areas, who may be highly qualified and meet effectiveness ratings established in the administrative guidelines, are recalled or decline the opening.



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D. Reduction / Recall of staff in positions not requiring certification

In cases requiring a reduction of these staff members, which includes counselors and social workers, the order of reduction shall be based on seniority with the least senior staff being laid off first. For purposes of recall from layoff, non-certified staff will be recalled in reverse order, with most senior staff being recalled first.

E. In the event L'Anse Creuse Alternative Education is identified as a Priority School by the State of Michigan, the parties will meet to negotiate any changes that are necessitated in the provisions of this collective bargaining agreement.

F. L'Anse Creuse Alternative Education laid-off teachers shall, upon application, be granted priority status on the district substitute list through contracted substitute services and will receive the compensation paid to the substitute teachers for such assignment. Such laid-off teacher shall have the status of substitute teachers and shall not be considered members of the bargaining unit.

ARTICLE IX

Protection of Teachers:

A. Any case of assault and/or battery upon a teacher by a student or other party during the course of that teacher's performance of his/her professional duties shall be promptly reported to the Board or its designated representative

B. Teachers shall exercise reasonable care with respect to the safety of pupils and property. Within such reasonable care, the teacher shall not be held individually liable for any damage or loss to person or property.

C. A complaint by a parent of a student directed toward a teacher shall be called promptly to the teacher's attention if the complaint is considered serious by the appropriate administrator or if it is used as a basis for reprimanding a teacher.

D. No later than the first week of each school year each building administrator will post, distribute, and discuss with the teaching staff district Board policy concerning discipline. The means of developing positive student behavior will be part of that discussion.

E. Teachers shall not be required to transport students during the school day except in emergency situations.

F. Teachers shall not be required to administer medication to students except in emergency situations.

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CALENDAR – Attached

ARTICLE X

Application of Laws

The Board shall implement board policy regarding recent legislation in accordance with the law and apply them consistently and fairly with all teachers.

ARTICLE XI

Insurance Protection

A. The Board shall provide, up to the state mandated cap, the current HAP HMO with coverages as attached to this T.A through December 31, 2013. In addition the Board will continue to provide the current Life Insurance coverage and the current Long Term Disability Insurance coverage. Upon mutual agreement, the Board and the Association may change the plan and/or riders with similar coverage.

B. Beginning January 1, 2014, the Board shall provide all insurance benefits listed in Section A. for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B. below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA. Coverage will be as follows:

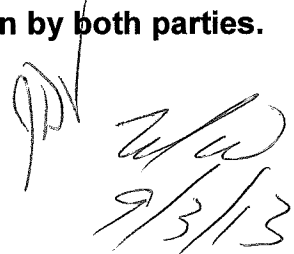
1. MESSA ABC Plan 1- \$1250/\$2500 deductible.

Employees may use payroll deduction to contribute to the Health Savings Account (HSA) up to the IRS limit.

Effective January 1, 2014, the employer will pay the full premium up to the statutory State of Michigan hard cap. The hard cap will be smoothed for the two-person and family plans.

If premium costs increase over 10% in one year, the parties will meet to discuss alternatives and review bids. This shall not be considered a reopener.

The Board will declare itself policyholder of the negotiated MESSA insurance coverage and MESSA will then change the PAR agreement to accord policyholder status to the District. Policyholder status will not impair or change the benefit level or carrier negotiated in the collective bargaining agreement or the current claims processing established by MESSA. However, there will be no changes in any terms and conditions of employment without mutual agreement and ratification by both parties.



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- 2a. **MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits, or**
- 2b. **MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.**
- 3. **MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall 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.**
- 4. **MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.**

C. Teachers not electing insurance benefits as described in Section A. and B. above shall be provided by the Board with the following insurance benefits for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A. above, and his/her eligible dependents, as defined by MESSA.

- 1a. **MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or**
- 1b. **MESSA/Delta Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.**
- 2. **MESSA Term Life Insurance in the amount of seventy thousand dollars (\$70,000.00) for the teacher only. Such insurance protection shall 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.**
- 3. **MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000.00) for each teacher's spouse and five thousand dollars (\$5,000.00) for each dependent child as defined by MESSA.**
- 4. **MESSA Plan VSP-3 Gold Vision Insurance including internal and external coordination of benefits.**
- 5. **Each teacher will receive a cash option in lieu of Health Insurance in the amount of twenty dollars (\$20.00) per month.**

C. The Board shall provide, without cost to the teachers MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000.00) and shall begin after expiration of ninety (90) calendar days.

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When the bargaining unit member becomes eligible for long-term disability benefits, the continuation of health insurance benefits shall be "paid" by the waiver of premium provision included in MESSA's long-term disability policy for the maximum period of time allowed under the policy.

- D. Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue, in force, for the balance of each school year, including the summer months.
- E. The Board shall continue to provide insurance benefits listed above for those teachers on paid leave.
- F. The Board shall establish an open enrollment period for the month of November, in each school year of this Agreement. The Board, in cooperation with the insurance carrier(s), shall be responsible for providing all necessary enrollment application and claims materials.
- G. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).
- H. The Board shall provide payroll deduction privileges, without cost to the teacher, Tax-Deferred Annuity programs. Such annuity programs shall include, but not be limited to, MEFSA/MEA Tax-Deferred Annuity Plan. The Board shall remit monies deducted for Tax-Deferred Annuity programs to the appropriate company within one week.
- I. If a national health program becomes available during the life of this Agreement, the Association and the Board will review the program to guarantee negotiated benefits or the dollar value of those benefits to the members.

Premiums, if applicable, will be paid through payroll deduction 125 Plan, which uses pretax dollars.

ARTICLE XII

Duration of Addendum

This Addendum shall be effective as of ratification and shall continue in effect until June 30, ~~2013~~ **2016**. This Addendum shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. However, this contract shall cover teachers commencing on or after ratification through the duration of the Agreement.

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Proposed 2013-2014 SCHOOL YEAR CALENDAR

(Calendar runs Sunday to Saturday)

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 First Day/Last Day
 Non-work Day

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
INSTRUCTIONAL DAYS	138	0	16	18	14	12	15	14	17	11	16	5
EARLY RELEASE DAYS	34	0	4	5	3	3	3	4	4	4	4	0
PD/CURRICULUM/RECORDS	10	3	0	0	1	0	2	0	0	0	0	4
EVENING OBLIGATIONS	1.5		0.5				0.5					0.5

 No school
 PD
 Early release
 Evening obligation
 Term start
 Student Last Day

Proposed 2014- 2015 SCHOOL YEAR CALENDAR (175) (Calendar runs Sunday to Saturday)

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AUGUST						
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SEPTEMBER						
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JANUARY						
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	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
INSTRUCTIONAL DAYS	140	0	17	17	13	12	15	14	18	12	15	7
EARLY RELEASE DAYS	35	0	4	5	3	3	3	4	4	4	4	1
PD/CURRICULUM/RECORDS	7	3	0	1	1	0	2	0	0	0	0	0
EVENING OBLIGATIONS	1.5		0.5				0.5					0.5

No school
 PD
 Early release
 Evening obligation
 Term start
 Student Last Day

Proposed 2015-2016 School Year Calendar - 175 Days

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AUGUST						
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MARCH						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
INSTRUCTIONAL DAYS	140	0	13	18	14	11	15	15	16	13	16	9
EARLY RELEASE DAYS	35	0	4	4	3	3	3	4	5	3	4	2
PD/CURRICULUM/RECORDS	7	0	3	0	1	0	2	0	0	0	0	1
EVENING OBLIGATIONS	1.5	0	0.5	0	0	0	0.5	0	0	0	0	0.5

■ No school
 ■ PD
 ■ .5 Optional PD day
 ■ Early release
 ■ Evening obligation
 ■ Term start
 ■ Student Last Day