

MASTER AGREEMENT

Between

THE LAMPHERE SCHOOLS

and

**THE LAMPHERE FEDERATION OF TEACHERS
AFFILIATES OF THE AFT-MICHIGAN, AFT, AND AFL-CIO**

2015/2016

**The Lamphere Schools
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**ARTICLE I
RECOGNITION**

A. Bargaining Unit:

1. The bargaining unit for teachers covered by this Agreement shall consist of all certified teaching personnel and professionally related employees under contract to the school district, EXCLUDING Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Curriculum and Instruction, Director of Vocational Education and of Drivers' Education when filled by an administrator, Director of Adult Education, Director of Special Services, Director of Counseling and Data Processing, Director of Athletics, Principals, Assistant Principals, Secondary Administrative Assistants, Administrative Interns and Elementary Teaching Assistant Principals, day-to-day substitutes, and all other supervisors as defined in Section II of Act 379, Public Acts of 1965. However, a professionally related position, not possessing a teaching certificate may be contracted as necessary, if they are contracted after August 1, 2013, and do not displace current LFT members in these positions.

2. Permanent Substitutes:

Permanent teacher substitutes, possessing a valid Michigan teacher certificate for the position, who shall be employed in a continuing singular assignment for a period of ninety-five (95) working days and hired before April 1st of each year shall become members of the bargaining unit on the ninety-fifth (95) day of their employment. The Board shall retroactively on a prorated basis provide leave benefits to the employed permanent substitute upon establishment of bargaining unit status. Insurance and/or other economic provisions shall not be retroactive.

B. Definition of Terms:

1. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
2. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education and the administrators employed by the Board to carry out its directives and/or policies.
3. Wherever the title "Board of Education" is used in this Agreement, it shall refer solely to the elected and/or appointed legal body referred to as the Lamphere Board of Education.

C. Negotiate with Federation Only:

The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement unless otherwise required by law.

Individual Teacher Rights:

Nothing contained herein shall be construed to deny or restrict any teacher rights the teacher may have under Michigan General School Laws or applicable Civil Laws. It is agreed that the teacher shall have exhausted all steps and procedures to protect those rights as outlined in this Agreement before employing the Michigan and Civil Laws referred to in this paragraph. Membership in any teacher organization shall not be a condition of employment.

D. Federation Use of School Rooms:

School rooms shall be available for use by the Federation for meetings before and/or after regular working hours provided that, 1) such meetings occur during the regular shift hours of the custodian for the building in question, 2) request is made to the principal not less than one (1) day in advance, and 3) there is no conflict with other activities.

E. Wearing of Insignia:

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Federation or any other teachers' organization on the school premises; provided, however, that a teacher shall not be permitted to wear any identification which shall be disruptive or derogatory to the Board or the administration.

F. Bulletin Boards:

The Board will provide bulletin board space for Federation use in each building where staff members of the bargaining unit are employed. Wherever feasible, the bulletin board shall be located in the teachers' lounge.

G. Mail:

A mailbox for each teacher shall be provided by the Board. The Federation representatives shall be permitted to insert mail in the teacher's mailbox provided that each piece of mail is identified as Federation mail. The Board shall in no way be liable for any loss or damage to Federation-mailed materials.

H. Notification of Federation Meetings:

If the Federation requests, the administration shall state on the building staff meeting agenda that the Federation will have a meeting immediately after the staff meeting is adjourned.

I. Announcements:

The Federation may have announcements read over the school's public address system during the times that students are not scheduled for classes. The administration shall give its approval; provided, however, that the announcements are limited to those informing the teachers of a specific meeting time and/or instructions relative to papers that must be completed and returned to the Federation. In no way shall an announcement be read which is derogatory toward any group or individual.

J. Hepatitis Immunization:

Teachers employed at the Lamphere Center or autistic programs shall have the opportunity of receiving hepatitis immunization at the Board's expense. On the first day of the 1991-92 school year and upon employment after that, staff will be notified, in writing, of the procedure to access this immunization.

ARTICLE II BOARD RIGHTS

A. Board Rights:

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Federation either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment and operations, and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue the operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods of changes therein, but not in conflict with the specific provisions of this Agreement.
5. Adopt reasonable rules and regulations which are not inconsistent with accepted professional behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement. The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. Prior to taking such action, the Board shall notify the Federation of its intention, but not in conflict with specific provisions of this Agreement.
6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies, but not in conflict with specific provisions of this Agreement.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, but not in conflict with specific provisions of this Agreement.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
9. Determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria, but not in conflict with the specific provisions of this Agreement.

B. Rights Article:

The matters contained in this Article and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

C. Conflicts:

The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure hereinafter set forth.

**ARTICLE III
PROFESSIONAL COMPENSATION**

A. Salary Schedule:

1. The salaries for teachers are set forth as Schedule A and attached as part of this Agreement.
2. For all teachers hired before July 1, 2008 each salary schedule shall have six (6) educational attainment tracks identified as follows:

Track Educational Attainment

- | | | |
|---|------------|--|
| A | BA or BS= | Bachelor's Degree |
| B | BA+20 = | Bachelor's Degree plus twenty (20) semester hours. |
| C | MA or MS = | Master's Degree or BA + 50 = Bachelor's Degree plus fifty (50) semester hours. |
| D | MA+15 = | Master's Degree plus fifteen (15) semester hours |
| E | MA+30= | Master's Degree plus thirty (30) semester hours |
| F | MA+45= | Master's Degree plus forty-five (45) semester hours |
- Ed. Spec. = Educational Specialist Degree
Ed.D = Doctorate in Education
Ph.D = Doctorate in Philosophy

For all teachers hired July 1, 2008 and after shall have four (4) educational attainment tracks identified as follows:

Track Educational Attainment

- | | | |
|---|------------|--|
| A | BA or BS = | Bachelor's Degree |
| C | MA or MS = | Master's Degree or BA + 50 = Bachelor's Degree plus fifty (50) semester hours. |
| E | | Master's Degree plus thirty (30) semester hours |
| F | MA+45= | Master's Degree plus forty-five (45) semester hours |
- Ed. Spec. = Educational Specialist Degree
Ed.D = Doctorate in Education
Ph.D = Doctorate in Philosophy

3. The Board may hire teachers for less than a full teaching schedule. Salary for such teachers shall be prorated from the appropriate step and track for which the teacher is qualified. Further, a teacher who shall be hired for less than seven-tenths (.7) of a school day and shall complete a school year shall move one-half step on the salary schedule in the next school year. An employee approved by the administration for less than a full teaching schedule will be credited with seniority as provided in Article XV. B.1.
4. Shared positions shall be on a voluntary basis and mutually agreeable to administration and the two teachers sharing one teaching position. Each teacher's salary and fringe benefits shall be prorated and proportionate to his/her assignments.
 - (a) Board paid fringe benefits such as life insurance, health insurance, optical insurance, dental and long term disability insurance will be provided on a prorated cost basis by the Board. The teacher may have an option to pay half of the fringe benefit cost or elect some of the fringe benefits fully paid by the Board without exceeding half eligible costs.
 - (b) Leave benefits as described in Article XIII personal business, jury duty, etc., shall be paid on the basis of the prorated daily rate of a part-time teacher.
 - (c) If planning time is not provided within a regular work schedule, payment for planning time will be provided on a prorated basis.

B. Earned Credits:

1. Teachers who earn credits or degrees shall move to the appropriate salary as indicated by the educational attainment track in Section A-3 of this Article.
2. Teachers must submit a written request for track changes no longer than August 1 of the year they are eligible for the increase. Supporting evidence for track changes must be submitted to the Personnel Office on or before October 1st of each year. Any teacher who fails to submit evidence for a track change on or before October 1st of the given year, shall be obligated to repay the amount of the pay increase collected in paychecks distributed prior to October 1st by a negative adjustment in the paychecks after October 1st.
3. The hours of credit in each track of the Salary Schedule A are full semester hours and must be courses approved by the State for Continuing of Professional Certification, and must be as follows:
 - (a) Hours beyond the Bachelor's must be in the field of education and/or area of specialty and must be earned after the issuance of the teaching certificate. Teachers who earned a non-teaching degree prior to earning a bachelor's degree in education and teaching certificate, may be placed at the BA+20 or BA+50 at the discretion of the Superintendent upon initial employment.
 - (b) Hours beyond the Masters must be in the field of education and/or area of specialty and must be earned after the issuance of the master's degree.

C. Cost of Living:

The 2010/11 Salary Schedule A shall be increased by a cost of living factor as stated below, provided, the percentage increase shall rise above ten (10%) percent.

1. The official U.S. Department of Labor, Bureau of Labor Statistics (BLS), Detroit Region, All Urban Consumers, shall be used to compute the cost of living percentage.
2. The official BLS reports received by the Board between January 1, 2010 and May 30, 2010, will be used to compute an average percentage of increase in a one-year period.
3. All excess percentage rise of the Detroit BLS, all Urban Consumers index over ten (10%) percent to a maximum adjustment of two percent (2%) shall be the basis for any addition to the 2010/2011 Salary Schedule A.

The percentage of excess above ten percent (10%) to a maximum of two percent (2%) will be multiplied by the scheduled rate for each step and track and the product shall be added to the Salary Schedule A and used as the basis of a new schedule for 2010/2011. (For example, if the cost of living average rise is eleven point five (11.5%), an additional one and one-half percent (1.5%) increase in the 2010-11 Salary Schedule A would result.)

4. All excess percentage rise of the Detroit BLS, All Urban Consumers index over ten (10%) percent to a maximum adjustment of two percent (2%) shall be the basis for any addition to the 2010/2011 Salary Schedule A.

The percentage of excess above ten percent (10%) to a maximum of two percent (2%) will be multiplied by the scheduled rate for each step and track and the product shall be added to the Salary Schedule A and used as the basis of a new schedule for 2010-11. (For example, if the cost of living average rise is eleven point five (11.5%), an additional one and one-half percent (1.5%) increase in the 2010-11 Salary Schedule A would result.)

D. Supplemental Pay Schedules – Extra Duty Assignments:

1. The supplemental pay for teachers who accept extra duty assignments shall be paid according to the Schedule B attached as part of this Master Agreement.
2. Teachers who complete only part of the assigned duty for supplemental pay shall have their supplemental pay prorated accordingly.
3. Assignment to supplemental pay duties shall be for one year and shall be made by the Superintendent or the Superintendent's designee.
4. Pay for Schedule B assignments shall be made as follows:
 - (a) Positions which cover the full year shall have one-half of the amount paid at the end of the first semester and the balance at the end of the school year.

(b) Positions which cover a period less than the full school year shall be paid upon successful completion of the assignment.

(c) Coaching positions will be paid one-half the amount for the season, half way through the season if this request is made by the coach when the contract is issued. The balance will be paid upon the successful completion of the season.

E. Experience Credit:

Credit for past experience may be given. Of the above, (1) full credit may be given for previous experience in other public school systems; (2) credit not to exceed two years may be given for military experience involving teaching upon initial employment; (3) credits for experience outside the public schools may be given; the amount of credit to be given for past experience will be determined on an individual basis by the Superintendent of Schools. This Section is not retroactive and will only pertain to individuals hired under this agreement.

F. Medical Coverage:

1. All full-time teachers who shall meet the eligibility requirements of the medical carrier shall be eligible for health coverage as provided in sub-section 3 of Section F; provided, however, that a married teacher shall not be eligible in the Board plan if the married teacher's spouse is eligible for paid health coverage in the course of the spouse's employment which is at least equivalent to that coverage offered by the Board.
2. The Board shall pay the premium for eligible teachers as provided in the sub-section 3 of this Section.
3. Coverage to be offered according to the eligibility requirements of the carrier and agreed to by the Federation and the Board shall be as follows:

Lamphere self-funded medical plan utilizing NGS Coresource as the third party administrator and Cofinity network.

Two plans will be offered to employees with the following contributions: (See plan options for 2015/2016 below)

HEALTHCARE OPTION PLANS		
Description	Plan I	Plan II
Annual Deductibles	\$500/\$725	\$1,000/\$2,000
Premium Sharing	Single - \$219/month	Single - \$114/month
	Two Person - \$254/month	Two Person - \$62/month
	Full-Family - \$586/month	Full-Family - \$296/month
Co-Pays	\$30 - Office Co-Pay (Applied to Deductible)	\$30 - Office Co-Pay (Applied to Deductible)
	\$50 - Urgent Care Co-Pay (Not Applied to Deductible)	\$50 - Urgent Care Co-Pay (Not Applied to Deductible)
	\$40 - Chiropractic Co-Pay (Not Applied to Deductible)	\$40 - Chiropractic Co-Pay (Not Applied to Deductible)
	\$125 - ER Co-Pay Waived if Admitted (Not Applied to Deductible)	\$150 - ER Co-Pay Waived if Admitted (Not Applied to Deductible)
Drug Riders	\$5 for Generic	\$7 for Generic*
	\$20 for Preferred	\$30 for Preferred *
	\$40 for Brand Name Drugs	\$60 for Brand Name Drugs*

*Two deductibles will be charged for mail-order rather than one (for 3-month subscriptions)

Healthcare plan changes, in order to comply with the cap requirements under the law, will occur on September 1 of each year. These plan changes may result in higher co-pays, deductibles and premium sharing contributions. The District agrees to reopen the contract prior to July 1, 2016 to discuss annual healthcare plan changes as required by law.

4. A teacher who resigns and shall leave his/her teaching position before the end of the school year shall not be entitled to any Board contribution to insurance premiums beyond one month from his/her last day of teaching in the district.
5. In the event that five (5) full-time members choose to forego their health, dental, and vision insurance, the Board shall provide the member with a yearly cash payment according to the following schedule:

Schedule based on full time employment –

Drop all three – health, vision, dental & vision	\$2,500
Drop only health -	\$2,000

Teachers must declare their option during the open enrollment period. Payment shall be made in one lump sum in the last pay in December.

G. Life Insurance:

The Board shall select and support the cost of a group life insurance policy in the amount of seventy-five thousand dollars (\$75,000) for each full-time teacher.

H. Optical:

The Board shall provide MEBS Optical insurance for each full-time teacher.

I. Dental Insurance:

1. The Board shall select and support the cost of a group dental plan with an orthodontic rider.
2. The plan will provide the following benefits for the 2011/2012 school years:

(a) Diagnostic	90%/10%
(b) Restorative	90%/10%
(c) Prosthesis	90%/10%
(d) Orthodontics	90%/10%
3. Maximum expenditures shall be limited to:
 - (a) Basic and major services, 2 (a), (b), (c) -\$1,500 annually per covered individual.
 - (b) Orthodontics expense, 2 (d) - \$1,000 lifetime maximum per covered individual.

J. Insurance Information:

1. Teachers who shall complete a full year of teaching in any one (1) school year and who receive a layoff notice prior to the end of the school year and who receive a layoff notice prior to the end of the school year shall have all insurance premiums for the summer months paid by the Board within the maximums set forth in this agreement. Insurance payments will stop if teacher receives unemployment compensation.

2. Teachers who submit a letter of resignation, a letter of retirement or who are granted a leave before the end of the school year but who shall complete their teaching assignment to the end of such school year, shall be entitled to the Board contribution to all insurance premiums during the summer months within the maximums set forth in this agreement.
3. Within forty-five (45) days of ratification or on the first day of the school year, whichever occurs later, the Board will distribute to all bargaining unit members, a brochure describing all insurances and benefits, including each insurance carrier and how to access benefits.

K. Car Allowance:

Teachers who shall be authorized to drive personal cars for school business within the normal scope of their daily employment shall receive a car allowance, for in and out of district mileage at the rate established on July 1 each year by the Internal Revenue Service (IRS).

L. Summer School Rate:

1. Teachers who shall be employed as summer school teachers of children shall be paid \$20.00 per hour.
2. School Counselors who shall be employed for up to two weeks during summer recess shall be paid \$26.00 per hour.

M. Summer Pay Rate:

Teachers who shall be employed during the summer in work other than summer school shall be paid \$20.00 per hour.

N. Preparation Period Substitute Pay:

In any secondary or elementary school situation where a substitute is not available and a classroom teacher is required to utilize any preparation (planning) or other period during which the teacher does not have teaching duties, the teacher shall be paid for such time, in addition to their regular salary, at the following rate: \$30.00 per hour.

O. Method of Pay:

1. Teachers shall have the opportunity to receive their pay in one of the following four ways; provided, however, written notification is made to the Lamphere payroll office two (2) weeks prior to the issuance of the first paycheck in September of each year:
 - (a) The employee may elect to receive his/her yearly salary in twenty-one (21) installments.
 - (b) The employee may elect to receive his/her yearly salary in twenty-one (21) installments, with the final school year paycheck in June to contain a lump-sum payment for the summer months.

(c) The employee may elect to receive his/her yearly salary in twenty-six (26) installments throughout the twelve month period (September through August); provided, however, that the employee who elects this option must provide the payroll office with a summer address by June of each year.

(d) The employee may elect to have his/her yearly salary paid through a bank of the employee's choice that accepts electronic transfers.

2. When the last payday of the teacher's work year is scheduled for a Friday that precedes the conclusion of the work year by six (6) days or less, the Board shall reschedule this payday to the last work day for teachers. For purposes of definition, the last day of the teacher's work year shall mean the 183rd scheduled teacher attendance day for the duration of this agreement.

P. Termination Pay:

1. The following shall apply for teachers who retire after ratification of this Master Agreement:

A teacher who shall terminate his/her employment under the terms of the Michigan School Retirement Provisions, and who shall have worked continuously for the Lamphere Schools as a teacher for 16 years immediately prior to the date of termination of employment, shall receive a lump-sum payment equal to \$70 dollars for each unused accumulated sick day provided that no employee shall receive more than twenty thousand dollars (\$20,000) as maximum payment for retirement under this provision. For purposes of this section, a teacher who shall interrupt his/her service in the district with an approved leave shall not be considered to break the "continuous service" provision of this section; provided, however, that the time on the approved leave shall not be counted toward the sixteen (16) year requirement of this section. Payments pursuant to this provision will be made via a Section 401 (a) TSA in accordance with the IRS regulations.

Q. Long Term Disability Insurance:

1. The Board will provide and support a long-term disability insurance plan. The plan will be for 66.6% of salary, beginning after 60 days of disability, to age 65 with a maximum benefit of \$3,000 per month. This insurance will be an integrated benefit with Michigan Public School Employee's Retirement, Federal Social Security Act, Veteran's Benefits, or such pensions.
2. Group health insurance premiums, as described in Section F of this Article which were being paid by the Board prior to the commencement of a long-term disability insurance payments may be continued provided:

(a) The employee notifies the employer of the intent to continue health insurance.

(b) The Board will pay the full premium.

The maximum period of extended payments by the Board will be 12 months; or until the employee returns to work; or the employee obtains other coverage, whichever occurs first. Group health insurance will be provided by the Board's current carrier.

R. Section 125 and 457 Plans:

The Board will provide a Section 125 Flexible Spending Account and a Section 457 Deferred Compensation Plan in accordance with IRS regulations.

**ARTICLE IV
TEACHING HOURS**

A. Teacher Starting Time:

1. Teachers shall be required to report on duty fifteen (15) minutes before the opening of the students' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the students' regular school day. Elementary teachers shall be permitted to leave ten (10) minutes after the close of the students' regular school day.
2. Teachers shall make themselves accessible to students and/or parents for a minimum of 30 additional minutes per week beyond established contract time (not in conflict with other scheduled staff meetings) for the purpose of providing academic assistance and related support services. It is understood that this time can be flexible with the agreement of the building principal. Teachers will develop a schedule each semester for approval by their building administrator.
3. On a voluntary basis, and with mutual consent of the administration, non-teaching members of the bargaining unit (social workers, counselors, psychologists) may establish a work day that is different than that of the student school day but runs the same length that the student school day does.
4. Programs in which teachers are required to work with students during the summer months will have a modified school calendar schedule to account for the number of days worked during the summer months. This modified calendar will be created and approved by the administration prior to the end of the school year.

B. Exception:

At times it may be necessary for a teacher to deviate from these normal teaching hours. Except in cases of emergency as defined by the building administrator, changes in normal teaching hours shall be at the mutual agreement of the teacher and the administrator.

C. Duty-Free Lunch Periods:

All secondary teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes. All elementary and elementary special area teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than forty (40) minutes.

D. Parent-Teacher Conferences:

When parent-teacher conferences are held in the evening, teachers who are scheduled for these evening conferences shall be given equivalent released time from the normal working hours. These conferences shall not occur more than two (2) evenings in any one semester.

E. Staff Meetings:

Staff meetings, may include such things as departmental meetings, professional development, school improvement activities, collaborative planning, grade-level meetings, progress monitoring, curriculum development, collaborative scoring, child study meetings, etc., and shall require the attendance of teachers and may be scheduled outside the regular school day. (See 2015/2016 Annual DPPD Chart)

- Up to *eight (8) two (2) hour* meetings may be scheduled not to exceed one each month. If a staff meeting is part of a two-hour meeting, the staff meeting will not exceed one-hour.
- Up to *eight (8) -two (2) hour early release days*.
- Up to four (4) – one hour after school meetings. These meetings may be combined with the two hour early release meetings.
- Collaborative PD hours may be used to account for the time designated above with written approval in advance from an administrator. All collaborative PD must be recorded on the Collaborative PD Plan Form and signed by the administrator to qualify. (See Collaborative PD Plan Option Form)

The above meetings shall not be held in the same week that all staff in the building are required to return to evening parent-teacher conferences or open house.

A calendar of meeting dates will be published at least thirty (30) days prior to the meetings. If scheduled PD is cancelled due to unforeseen circumstances it will be rescheduled with a 14 calendar day notice to teachers.

- F. In order to be eligible for designated professional development trade day(s), employees must complete a full day of professional development outside of the regular school day. All professional development time must be approved in advance by the building administrator and must be completed in advance of the designated trade day in order for the employee to be eligible. Failure to complete required professional development in advance will result in the docking of that day's compensation.

ARTICLE V
TEACHING CONDITIONS

A. Class Size:

Class size, in both the elementary and secondary schools, varies because of subject matter, special pupil needs or abilities, student population and finances. It is impossible to formulate an ideal class size that would adequately cover all areas.

1. *Pupil-Teacher Ratio:*

- (a) Elementary – The Board shall attempt to maintain an average ratio on a system-wide basis of 30 to 1. When an individual class load reaches 35, the administration shall attempt to reduce this number, with the exception of activity classes such as physical education and music which shall be limited to a maximum of 48.
 - (1) Kindergarten: When an average of all selections of kindergarten in a given building reaches a ratio of 25 to 1, the administration shall attempt to reduce this number.
 - (2) First Grade and Second Grade: When the average of all sections of First Grade or Second Grade in a given building reaches a ratio of 31 to 1, the administration shall attempt to reduce this number.
- (b) Secondary – The 30 to 1 ratio of the North Central Association shall serve as the guide in secondary schools, with the exception of activity classes such as physical education and typing.
- (c) When a class reaches the limits stated in paragraphs 1 and 2 above, the teacher shall meet with the building principal, the Superintendent, or the Superintendent's designee and a representative of the Federation to attempt to reduce the class size. It is realized the above mentioned class size limits and ratios as stated in paragraphs (a) and (b) above may not be attainable.
- (d) When Special Education caseloads exceed maximum limits allowed by laws governing Special Education programs, the Board will:
 - (1) Explore all possible remedies before applying for a deviation with the State.
 - (2) Notify the Federation of the decision to apply for a deviation.
 - (3) Provide the affected Special Education teacher ample opportunity to participate in the deviation application process.
 - (4) Provide notification of receipt of deviation to the Federation and a copy of the deviation to the teacher upon receipt.

B. Furniture:

The Board will have in each school building facilities for the use of teachers. Said facilities shall include a desk and chair for the teacher and student desks adequate for the number of students involved. This shall include all teachers who are assigned on a full or part-time basis within a building.

C. Teacher Lavatories:

The Board shall provide lavatory facilities exclusively for adult use and at least one (1) room adequately furnished, which shall be reserved for use as an employee lounge and lunchroom.

D. Parking:

The Board shall provide parking facilities exclusively for adults and shall provide for the reasonable maintenance of the area.

E. Non-Instructional Duties:

Whenever practical, the Board shall relieve teachers of non-instructional duties.

F. Preparation Time:

1. All secondary teachers shall be given uninterrupted preparation time of one period in the school day.
2. Preparation time for elementary school teachers shall be as follows:
 - (a) Elementary planning time shall be 200 minutes per week. Special area teachers' preparation time will be scheduled in no less than 20 minute blocks of time.
 - (b) The Board and the Federation agree that recess shall be a fifteen (15) minute period which allows children a break in the academic instruction and shall occur approximately in the middle of each half-day session. The following conditions shall apply when recess periods are used by teachers:
 - (1) It is permissible for one (1) teacher to supervise two (2) classes during a recess period. The teacher released as a result of recess shall have a duty-free period during this time.
 - (2) The fifteen (15) minute recess is from the time a class leaves the classroom until it returns to the classroom. This means that no recess period will exceed fifteen (15) minutes.
 - (3) Generally speaking, the two classes being supervised by one teacher should be within a two-grade span (i.e., grades 2 to 4).
 - (4) All classes (K-5) may have a maximum of one recess period per day when physical education classes are not scheduled.

- (5) A second recess period may be scheduled with the permission and agreement of the building principal.

G. Non-Discrimination:

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be employed without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in or association with the activities of any legal organization, or, except where based upon a bonafide occupational qualification, handicap. The Board and the Federation pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

H. Open House and Parent-Teacher Conferences:

Teachers shall attend the annual open house and parent-teachers conferences scheduled in their building unless excused by the building principal. All other functions outside the normal school day shall be voluntary.

I. Tools of the Profession:

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and similar materials are the tools of the teaching profession. The Board agrees that within the limits of its financial resources it will keep the schools reasonably equipped and maintained.

J. Special Area Teachers:

All elementary special area teachers (Music, Physical Education, Reading Resource, Resource Room, Media Specialists, etc.) shall be given preparation time at least equal to that provided the elementary classroom teacher and in no less than 20 minute blocks.

**ARTICLE VI
PROMOTIONS AND VACANCIES**

A. Definition:

1. A "promotion" is a change in position which results in additional compensation for additional duties or responsibilities to be performed during the regular working day and regular working hours.
2. Promotions are not meant to include the taking on of additional duties in connection with Schedule B positions.

B. Notice of Vacancy:

Whenever any vacancy in any professional position in the district shall occur during the school year, which position shall be considered to be a promotion as defined in "A" above, the Board shall publicize the same by giving written notice of such vacancy to the Federation and providing for appropriate posting in every school building. The vacancy notice shall include the descriptive title or scope of responsibilities, duties, salary and location of the position. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days.

C. Applications:

Any teacher may apply for a vacancy in a position considered to be a promotion as defined in "A" above. In filling such vacancy, the Board shall consider the professional background and attainments of all applicants, and other relevant factors; provided, however, that in all appointments to positions the Board's decision shall be final.

D. Intent of Interest:

Whenever any vacancy, deemed to be a promotion as described in "A" above, occurs during the normal summer recess, vacancy notices shall be sent only to those employees who have filed an "Intent of Interest" with the Superintendent or designee. Copies of all such vacancy notices will also be sent to the Federation President.

ARTICLE VII
ASSIGNMENTS, TRANSFERS AND VACANCIES

Lamphere School District – Administrative Procedure

Professional Staff
3130 - P

Assignments, Transfers and Vacancies

Decisions relating to teacher placement will be determined by the Superintendent or designee(s) based upon qualifications, the academic needs and best interest of District students, and the needs and best interest of the District's educational program. Within the teacher placement process, the Superintendent or designee(s) shall strive to place the most effective and qualified teachers in assignments aligned with student and District needs. Teachers will be assigned in their majors, minors or within the scope of their state certifications, and when applicable, consistent with the NCLB "highly qualified" standard.

A. Definition:

"Transfer" shall mean relocation of teaching personnel to another building.

B. Voluntary Transfer to Another Building:

1. A teacher wishing to transfer to another building shall submit a letter indicating the transfer he/she wants to the Superintendent or designee. To be eligible for a transfer in the ensuing school year, the teacher must have a written request on file with the Superintendent or designee by February 1. The teacher shall receive an acknowledgment in writing that the letter of transfer has been received.
2. The teacher's application will be held on file for one (1) year from the date of application.
3. Transfers shall not be made during the school year unless the Superintendent or designee shall consider a transfer to be beneficial to the instructional program and/or the well-being of the students.
4. A vacancy occurring during the school year that is not filled by a transfer will be filled by a permanent substitute for the balance of that year.
5. The teacher must meet the requirements for the position as determined by the Superintendent or designee.
6. If more than one application is received for an open position, then the applicant with the highest effectiveness rating, including all other factors distinguishing that applicant, may be selected.
7. If the decision involves two or more employees and all other factors distinguishing those employees from each other are equal, then length of service or tenure status may be considered.
8. Each vacancy shall be posted in each building and a copy submitted to the Federation President. The vacancy notice shall include the minimal requirements for the position in the bargaining unit which is vacant.

9. A teacher may not withdraw a transfer request after being notified the transfer has been granted, unless mutually agreed to by the administration.

C. Reassignment Request within Building

1. Each year, prior to March 1, teachers who desire a change in grades and/or subject assignment within the building for the ensuing school year commencing the following September, shall file a written request with the building principal. Such statement shall include the grade and/or subject assignment to which the teacher desires to be reassigned.
2. Each request will be kept on file, and consideration will be given to honor such requests up to the opening day of the new school year.

D. Involuntary Transfers:

1. The Administration will solicit and consider voluntary transfer requests prior to implementing involuntary transfers.
2. Prior to making such transfer, the initiating administrator shall meet with the teacher involved. The teacher may invite a Federation Representative to take part in the meeting. The teacher will be afforded a minimum of three planning days prior to beginning the assignment if the transfer occurs during the course of the school year.

**ARTICLE VIII
PERSONNEL FILE**

- A. This provision shall apply to all materials placed in a teacher's permanent personnel file after initial employment. There shall be only one permanent personnel file and it shall be centrally located.
1. No material shall be placed in the teacher's file unless the teacher has had an opportunity to read such material. Materials of a disciplinary nature will be initialed by the teacher, or delivery to the teacher will be witnessed and initialed, or the Personnel Department will initial receipt and forward a copy to the teacher.
 2. The teacher shall have the right to answer any material filed and the answer shall be attached to the file copy.
 3. The teacher may examine his/her file at any time, upon request, and the teacher shall be permitted to reproduce any such material in his/her file.
 4. Materials shall be removed from the file if and when a teacher's claim that such material is inaccurate and is sustained through the grievance procedure and/or mutual consent. The evaluation of a teacher and the written items by the principal accompanying the evaluation as described in Article IX shall not be subject to this section.
 5. Each teacher may add any professional evaluations to their file as the teacher chooses. Any cost for the reproduction and/or copying of this material shall be paid by the teacher.
 6. No material from parents shall be placed in the teacher's permanent personnel file.

**ARTICLE IX
TEACHER EVALUATION**

Lamphere School District – Administrative Procedure

**Professional Staff
3220-P**

Professional Staff Evaluation

A. Probationary Employees:

Probationary employees will be formally observed in the classroom by the responsible administrator for the purpose of evaluation at least two (2) times during each school year; the first being conducted within the first semester, and the second being conducted during the second semester.

B. Tenure Teachers:

Tenure employees will receive at least one annual evaluation.

C. Mid-Year Progress Report:

The evaluation system includes a mid-year progress report for a teacher who is in the first year of the probationary period, or who received a rating of minimally effective or ineffective in his or her most recent annual year-end evaluation.

The mid-year progress report will:

1. Be based at least in part on student achievement.
2. Be aligned with the teacher's Individualized Development Plan (IDP)
3. Include specific performance goals and any recommendations for professional development that would assist the teacher in meeting these goals for the remainder of the year that are developed by the school administrator in consultation with the teacher.

D. Effectiveness Ratings:

Per state mandate, the performance evaluation system will assign an effectiveness rating to each teacher of: highly effective, effective, minimally effective, or ineffective, based on his or her score on the annual year-end evaluations for teachers.

E. Components of the Evaluation System: The evaluation system will include the following components:

1. Multiple classroom observations, unless a teacher has received a rating of effective or highly effective on his or her 2 most recent annual year-end evaluations.

2. Minimally, includes the 4 domains included within Charlotte Danielson's Framework for Teaching Evaluation Instrument:
 - a. Planning and Preparation
 - b. The Classroom Environment
 - c. Instruction
 - d. Professional Responsibilities
3. Provides constructive and timely feedback to the teacher regarding performance.
4. Provides specific performance goals and any recommended professional development that will assist in improving effectiveness/meeting performance goals for the next school year, to be developed by the administration, in consultation with the teacher.
5. Per State guidelines, uses multiple rating categories that take into account data on student growth as a significant factor.
 - a. If student growth and assessment data is available for a teacher for at least 3 school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent 3 consecutive school year period. If the data is not available for a teacher for at least three years, the evaluation shall be based on all student growth and assessment data that are available for the teacher.
 - b. For the annual year-end evaluation for the 2013-14 school year, at least 25% of the annual year-end evaluation shall be based on student growth and assessment data.
 - c. For the annual year-end evaluation for the 2014-15 school year, at least 40% of the annual year-end evaluation shall be based on student growth and assessment data.
 - d. For the annual year-end evaluation for the 2015-16 school year, at least 50% of the annual year-end evaluation shall be based on student growth and assessment data.
 - e. The evaluation system may allow for exemption of student growth data for a particular pupil for a school year upon the recommendation of the school administrator with approval from the superintendent or designee.
6. A tenured teacher who has received an ineffective rating on an annual year-end evaluation may seek a review of that evaluation by the Superintendent. This request must be made within 20 days after the teacher or administrator has received their evaluation. If the teacher or administrator does not seek a review within the 20 days, all rights to a review of that year-end evaluation are waived. After reviewing the evaluation, the Superintendent shall make any modifications he or she deems appropriate based on the review.

7. If a teacher is rated as highly effective on three (3) consecutive annual year-end evaluations, the administration may choose to conduct a year-end evaluation biannually instead of annually.
8. If a teacher is rated as ineffective on three (3) consecutive annual year-end evaluations, the school district shall dismiss the teacher from his or her employment.

F. General Information:

The evaluation program shall aim to identify exemplary teaching practices and promote reflective teaching and learning.

The staff evaluation program shall also aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations will be used, at a minimum, to inform decisions regarding all of the following:

1. The effectiveness of employees, so that they are given ample opportunities for improvement
2. Promotion, retention, and development of employees, including providing relevant coaching, instruction support, or professional development
3. Whether to grant tenure or full certification, or both, to employees, using rigorous standards and streamlined, transparent, and fair procedures
4. Removing ineffective tenured and untenured employees after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures

A professional staff member shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file. A teacher may submit a letter expressing his/her approval or disapproval of the formal evaluation, pursuant to provisions within Bullard-Plawecki. This letter will be attached to the evaluation and will become a part of the teacher's permanent personnel file.

- G. Termination of Employee: In the event an employee will not be continued in employment, and does not submit a resignation, the Superintendent shall advise the teacher in writing of the intent to terminate employment. Termination proceedings will adhere to the Michigan Teachers Tenure Act and existing law.
- H. Review of Procedures: This evaluation process will be reviewed periodically and adjusted as deemed appropriate. The LFT will be consulted during this review process.
- I. It is understood that the evaluation procedure is not subject to the grievance procedure.

**ARTICLE X
DISCIPLINE & DISCHARGE**

Lamphere School District - Administrative Procedure

**Professional Staff
3139-P**

Discipline & Discharge

The School District believes in creating a work environment that encourages employees to succeed and reach their full potential. In return, the School District requires that employees meet the highest standards of personal integrity, professionalism and performance, and be willing to apply their talents where needed to benefit the students and the School District. Employees whose conduct or performance is inconsistent with the School District's expectations are subject to corrective and/or disciplinary action.

This procedure covers all employees except that this procedure does not apply to a decision to discharge or not to renew the employment of a probationary teacher.

Discipline includes verbal and written warnings, verbal and written reprimands, suspensions, and dismissals/discharges. Discipline does not include verbal and written directives, placement upon a voluntary or involuntary leave of absence, or periodic performance evaluations. Disciplinary actions are taken at the discretion of the School District. However, the District will not arbitrarily and capriciously discipline or discharge employees covered by this policy. A decision is arbitrary and capricious if it is based on whim or caprice and not on considered, principled reasoning. Thus, if the decision to discipline or discharge has a reasoned explanation and is the result of a deliberate, principled reasoning process supported by evidence, that decision is not arbitrary or capricious.

District administrators recommending or imposing discipline or discharge may consider the following factors: the overall quality of the employee's service with the District, including the employee's written employment and disciplinary record; the nature of the employee's conduct; the effect of the employee's conduct on the educational community and educational process, including the effect of the employee's conduct on students, fellow staff, administrators, the School District, and the community at large; and, the employee's attitude about the conduct, for example, whether or not the employee is cognizant, remorseful and/or contrite.

Examples of conduct that are sufficient to meet the standard established by this policy include, but are not limited to: unprofessional conduct; receiving a rating of ineffective on annual year-end evaluations; excessive absenteeism or tardiness; failure to follow established procedures and protocols; failure to establish and maintain rapport with professional colleagues, administrators, and/or parents of students; failure to meet established timetables and deadlines; violating Michigan law as it applies to the teaching profession; violation of the District's appropriate use policy regarding technology; insubordination; violation of Board policies and administrative regulations; and misconduct away from work that does or reasonably may adversely affect students or the reputation of the District or District employees, including the wrongdoer.

It is understood that this Article is not subject to the grievance procedure. It is further understood that those duties covered by a supplementary contract are not subject to the grievance procedure.

**ARTICLE XI
PROTECTION OF TEACHERS**

A. Responsibility:

Both the Board and the Federation agree that student behavior is a shared responsibility. The Board and members of the bargaining unit will endeavor to achieve correction of student misbehavior through counsel and interviews with students and the students' parents when warranted.

B. Administrative Action:

1. The Board recognizes some student behavioral problems to be beyond the teacher's immediate control and agrees that the school administration will take any and all action deemed necessary by the school administration. When a child's behavior is such that it impedes or undermines the academic progress of the class and the child is removed from class by the teacher, the problem shall be dealt with by the appropriate administrator. If deemed necessary by the administrator, the administrator shall meet with the student, teacher and/or parent.
2. When an administrator changes a report written by a member of the bargaining unit, the administrator will sign the report, indicating that the report reflects changes that the administrator made and may not reflect the opinion of the bargaining unit member.

C. Teacher Physical Assault:

Any case of physical assault upon a teacher in the course of his/her employment as a teacher or because of his/her employment as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his/her rights and obligations with respect to such physical assault; provided, however, that the Board, or its representative, determine that the teacher was acting in accordance with and within the scope of Board policy.

D. Absence Due Assault:

Any absences by the teacher because of a physical assault upon a teacher in the course of his/her employment or because of his/her employment as a teacher shall be fully excused and shall not be considered to reduce said teacher's sick day allowance, and the teacher shall receive an amount equivalent to his/her full salary for any time off because of said physical assault or because of any lawsuit arising out of said physical assault (which can be full salary or the difference between full salary and compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative that the teacher was acting in accordance with and within the scope of Board policy. The dollar amount of compensation contributed by the Board shall not be increased by future salary schedule changes and increments negotiated in subsequent agreements.

E. Personal Property:

The Board will reimburse the teacher for loss or damage to personal property in connection with any physical assault on said teacher in the course of his/her employment or because of his/her employment as a teacher, provided, the teacher was acting in accordance with and within the scope of Board policy.

F. Parent Complaint:

Any complaint by a parent of any student against any teacher which a principal feels may have validity shall be promptly called to the attention of the teacher involved and at which time the complaint shall be identified.

G. Discussion of Reasons:

If known to the principal, the reasons for scheduled conference between the teacher, principal and a parent shall be discussed with the teacher prior to the said meeting.

ARTICLE XII GRIEVANCE PROCEDURE

A. Definitions:

1. The term "grievance" shall be interpreted to mean a complaint by a teacher(s) or by the Federation in its own behalf, alleging that there has been a violation, misinterpretation, or misapplication of one or more specific provisions of this Agreement.
2. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days. During the summer vacation when school is not in session, "days" shall mean weekdays.

B. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure:

When agreement is reached at Level One or Level Two or Level Three, the agreement shall be reduced and both parties shall sign it. The Federation will be furnished with copies of all decisions by the Superintendent or designee in connection with the grievance procedure.

1. *Informal Meeting:*

The parties agree that before initiating Level One of the grievance procedure, as outlined below, within seven (7) days of the action upon which the grievance is based, the grievant will informally discuss the matter with the appropriate administrator with or without a Federation representative present as the grievant sees fit.

2. *Level One:*

If having failed to receive satisfaction, according to the terms spelled out above, the grievant shall put his/her grievance in writing and it shall be submitted to the principal within ten (10) days of the action upon which the grievance is based. The principal shall make his/her decision known in writing within ten (10) days after receiving the grievance. A copy of the decision shall be sent to the President of the Federation and to the teacher.

3. *Level Two:*

If the Federation is not satisfied with the disposition at Level One, the grievance shall be submitted by the Federation to the Superintendent or designee within five (5) days. The Superintendent or designee shall process the grievance in one of the following ways:

- (a) The Superintendent or designee shall meet with the Federation within five (5) days after receipt of the grievance and shall indicate his/her disposition to the Federation within five (5) days after such meeting.
- (b) The Superintendent or designee shall inform the Federation within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Federation shall take place in executive session immediately following the next regularly scheduled Board Meeting. The Board shall indicate its disposition to the grievance, in writing, to the Federation within five (5) days after such meeting.

4. *Level Three:*

If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its recommendation, which shall likewise govern the arbitration proceeding. Provided the Board or its designee has given its consent, the Federation may elect to submit the grievance to the American Arbitration Association under its rules and regulations governing and controlling the expedited proceedings. The Board and the Federation shall not be permitted to present in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. Any decision rendered by the arbitrator shall be binding upon the parties to this Agreement.

- (a) Powers of the Arbitrator: The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The arbitrator shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute his/her judgment to that of the parties.

D. Individual Grievance:

If the teacher does not wish to be represented by the Federation, the teacher may pursue Levels One and Two only as outlined in this Article without such representation. However, in so doing, the individual teacher will be responsible for any costs incurred. Only the Federation may pursue grievances to Level Three.

1. The administration agrees to inform the Federation upon receiving an individual grievance as to the day, time and place for meetings, conferences or hearings. Such meeting cannot take place in the absence of the Federation unless the Federation, in writing, has waived its right to be present.
2. If the individual presents a grievance in his/her own behalf, the individual shall not be accompanied nor represented by an officer, executing delegate, representative or agent in any capacity of any organization other than the Federation (except as stated elsewhere with regard to legal counsel).

E. Legal Counsel:

Any party to a grievance shall have the right to representation by legal counsel; provided, however, that said counsel shall not be employed by or under retainer to or represent any teacher group or rival organization other than the Federation.

F. AFT-MICHIGAN/AFT Participation:

A representative of AFT-MICHIGAN and the AFT may participate at any level of the grievance procedure.

G. Step-Time Limits:

Failure of the employer at any step of the grievance procedure to render its decision on a grievance within the specified time limits for that level shall result in the Union having the ability to advance the grievance to the next step; provided, however, that the notification to advance to the next step is received no later than five (5) days after the decision was to have been rendered. Failure of the grievant to process his/her grievance within the specified time limit for that step shall be deemed a withdrawal of grievance without prejudice.

1. The only exception that is permitted under this section is when both parties have clearly extended the time period in writing.
2. In the event a grievance is filed after May 1 of any year and the strict adherence to the time limits may result in hardship to any party, the Superintendent and the Federation shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. Action of Higher Authority:

If a grievance arises from the alleged action of authority higher than the principal of a school, the grievance may be presented at the appropriate level of the grievance procedure.

I. Time Spent on Grievance:

Any time spent by any Federation representative, member of a Grievance Committee, or any other member of the bargaining unit, in connection with the grievance, shall be after his/her regular working hours and without pay.

Any time spent by an employee submitting a grievance at hearings or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

J. Arbitration Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the parties. Expenses of a witness shall be paid by the party calling the witness.

K. Grievance Records:

A record of participation in any grievance process shall not become part of the personnel file of any teacher.

L. Back Pay:

Whenever the Board shall be required to make back pay adjustments as a result of decisions rendered in the grievance process, the following shall apply;

1. Back pay awarded during the life period of this Agreement shall be applicable.
2. Back pay awarded for the period of one (1) year before ratification of this Agreement shall be applicable; however, such claims shall not be honored beyond the expiration of the first year of the current contract period.
3. The Board shall not be obligated for back pay outside the limits of 1 and 2 above.

**ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY**

A. Board Action Required:

The Board may grant teachers who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

B. Conditions:

1. Teachers who have obtained or been approved for tenure are eligible for leaves.
2. The basic leave is for a period of twelve (12) consecutive months. One extension to the initial leave of absence may be requested.
3. The Board shall not be required to assign a teacher returning to duty after a leave of absence to the same building, grade or special assignment held prior to the leave. The Board shall attempt to assign the teacher to the same position, if available, or a substantially equivalent position.
4. If any teacher on leave enters into a contract for another teaching position without Board approval, his/her leave will be automatically terminated and his/her employment by this district will terminate.
5. A teacher on leave of absence shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
6. A teacher on leave of absence may elect to prepay the health insurance premium for a period of twelve (12) months maximum after the start of the leave; provided, however, that the teacher submits the dollar amount of the premium ten (10) days prior to the Board's due date for submission to the insurance company.
7. Before returning to his/her duties, a teacher who has been on a maternity or health leave of absence, must be certified by his/her physician as ready and able to return to his/her full teaching assignment.

C. Procedures:

1. An eligible teacher desiring a leave of absence shall submit his/her request to the Board through the Superintendent of Schools. Such request shall be submitted by the Superintendent to the Board with recommendation for action.

2. For all teachers whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding March 1st. For all teachers whose leaves shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation from the district by such teacher, unless the teacher can provide evidence that extenuating circumstances prevented the teacher from complying with this provision.

D. Maternity/Extended Sick Leave:

1. The teacher shall make a written request to the Superintendent at least thirty (30) days prior to the starting date of the leave whenever possible.
2. The Teacher shall provide the Board, upon request, statements from his/her physician regarding the teacher's status.

E. No Advancement of Salary Schedule:

While a teacher is on leave, there shall be no advancement on the salary schedule in terms of teaching experience, except as provided for in other sections of this Article.

F. Leave for Teaching Programs:

A leave may be granted to participate in exchange teaching programs in other states, territories or countries (foreign or military), wherein the teaching experience is determined by the Superintendent to be equivalent to similar teaching experience in The Lamphere School District. Upon such determination, full credit shall be given for placement on the salary schedule when the teacher returns. It shall be the responsibility of the teacher to submit evidence to the Superintendent.

G. Military Leave:

A military leave of absence shall be granted to any eligible teacher for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be granted one (1) year's experience on the salary schedule for each year of the leave up to a maximum of two (2) years.

**ARTICLE XIV
LEAVE OF ABSENCE WITH PAY**

(a) Sick Leave:

1. *Amount:*

Teachers will earn one (1) day of sick leave per month of the regular school year. A teacher shall be granted, on his/her first day of employment, the total allowance for which the teacher would be eligible during the school year. Sick leave days used in excess of the days shall be deducted from the teacher's contract if his/her employment is terminated before the end of the school year.

2. *Types of Sick Leave:*

Absences from duty for the following causes shall result in no loss of pay within the limits of the sick leave allowance as stated in "1" above:

(a) Personal illness.

(b) Illness in the immediate family including husband, wife, son, daughter, or any dependent relative residing permanently with the teacher.

3. *Accumulation of Sick Leave:*

Teachers shall be credited with a service accumulation for sick leave purpose at the end of each school year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit during the service of that teacher. No payment will be made for any unused sick leave days accumulated by any employee at the time of resignation, dismissal from service, leave of absence, retirement, or death, except as outlined in Article III, Section P.

4. *Conditions:*

The privileges stated in paragraphs "1" and "2" above are expressly conditional upon the following requirements:

(a) In the case of an emergency nature such as personal illness, illness in the immediate family, or death in the immediate family, notification of the absence must be given to the teacher's immediate supervisor at least one (1) hour and thirty (30) minutes before the employee normally reports for work. Failure to meet his requirement may result in forfeiture of pay for the day at the discretion of the Superintendent.

(b) Beginning with the eleventh (11th) consecutive day of absence, the teacher will provide the personnel office with a statement signed by a registered physician stating the nature of the teacher's disability and the approximate date of return to duty.

(c) If a teacher's absence because of personal illness exceeds ten (10) consecutive working days, the teacher shall file in the office of his/her immediate supervisor before returning to duty, a physician's certification of readiness for return to duty.

(b) Personal Business Leave:

1. The Board of Education and administration recognizes that it may be necessary at times for a teacher to be absent from his/her teaching responsibilities for reasons other than illness.

Therefore, three (3) personal business days per year may be granted to teachers to transact personal business that can only be done during school hours without loss of pay. Personal business shall cover the following areas:

(a) Court cases, government or legal business.

(b) Moving.

(c) Celebration of high religious holy days. The Board shall grant the first two approved holy days without deduction from the personal business allotment of three (3) days.

(d) Death of any person deemed especially close by the applicant. The Board shall grant the first two approved bereavement days without deduction from the personal business allotment of three (3) days.

(e) Appointments pertaining to university matters which must be made during school hours.

(f) Graduation from school or college of members of the immediate family.

(g) Matters of an emergency or critically important nature allowable at the discretion of the Superintendent or designee.

(h) Marriage.

(i) Parental Leave: Matters pertaining to the adoption and birth of husband's child.

(j) A definite appointment for medical laboratory and/or medical diagnostic tests that cannot be scheduled outside of the school day.

2. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year unless processed as (g) above.

3. Personal business days must be applied for in writing one week in advance, except in cases of emergencies. Approval shall be granted by the Superintendent or designee with the understanding that the teacher's request is based upon one of the ten (10) recognized reasons listed above, but will not appear on the request form. Failure to submit request in a timely fashion shall result in the request being denied.

4. If requested by the Board, the teacher must supply documented proof to substantiate his/her reason within a reasonable time or suffer the loss of pay for the day(s).
5. At the end of each school year, the Board shall add any unused portion of the three-day personal business allowance to the individual teacher's sick leave accumulation for the ensuing school year.

(c) Federation Days:

1. The Board will provide twenty-three (23) Federation Days. When possible, the Federation will notify the Superintendent or designee that a Federation day will be used five working days in advance by submitting a business day form signed by the President of the Federation. In the event that the nature of the Federation business prevents five day notification, the Federation President will notify the Superintendent or designee, by phone or in person, no later than 90 minutes prior to the start of the school day. The Superintendent or designee will make arrangements to cover teaching assignments when necessary.
2. At times it may become necessary for Federation President and/or designee, with the consent of the Superintendent or designee, to be released from classroom duties to handle urgent school problems.
3. The President of the Federation may utilize his/her planning time for urgent district problems provided the President of the Federation has submitted written notification to the building administrator indicating the reason and destination.
4. If the administration determines it is necessary for the Federation President and/or designee to miss a scheduled class, then such time shall not be deducted from the allotted Federation Days.

(d) Jury Duty:

A teacher called for jury duty or as a subpoenaed witness shall be paid his/her regular salary for time lost from school duties. However, the teacher shall return to the Board other compensation for performance of such duties.

(e) Military Reserve Duty:

A teacher shall be granted leave with pay to a maximum of thirty (30) days for emergency duty with Armed Forces Reserve Units, if such duty occurs during the regular school year (September to June).

Emergency duty in this instance also includes issuance of orders over which the teacher had no control. However, the teacher's pay from the Board shall be the difference between the gross pay that the teacher receives from the reserve unit and his/her regular daily rate of pay.

(f) Visitations:

Teachers who visit special programs or attend educational workshops must have prior authorization from the Superintendent or designee.

(g) Sabbatical Leave:

Sabbatical leave shall be interpreted as leave from active duty granted to any teacher after seven (7) consecutive years of professional service in the Lamphere School District for the purpose of improving instruction in the school district. Military, professional or Federation leaves shall not be interpreted as interrupted service. Sabbatical leave shall be granted for one year as shall be recommended by the Superintendent and approved by the Board.

An application for sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled.

1. The applicant has been employed by the Board as a teacher for at least seven (7) consecutive years.
2. The applicant has not been granted sabbatical leave of absence from the Board during the seven (7) consecutive years of service immediately preceding current application.
3. The applicant signs an agreement to return to service with the Board immediately upon termination of sabbatical leave of absence and continue in such service for a period of one (1) year, or to refund within one (1) calendar year of his/her failure to return to or continue in service any compensation received from the Board while on leave, except as the Board shall, by special action, waive such obligation.
4. Application for sabbatical leave of absence must be filed in the Office of the Superintendent not later than November 1, or March 1, preceding the semester when it is desired that the leave become effective.
5. An applicant for sabbatical leave of absence shall file with the application form, an outlined program for the period requested for sabbatical leave and shall include details of the work to be pursued.
6. Leave granted for professional study, for research, for work on publications, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve instruction in the Lamphere School District, or will improve the efficiency of an employee, shall be consistent with the intent and purpose of sabbatical leave.
7. In determining recommendation on sabbatical leave, the Superintendent will consider the following items:
 - (a) The extent of the applicant's professional study, growth, contributions and successful service during the preceding seven (7) years.
 - (b) The extent to which plans submitted for use of time on leave are definite and educationally constructive.
 - (c) Length of period of uninterrupted service in the Lamphere School District.

- (d) Reasonable and equitable distribution of applicants among the different levels and departments in the system.
 - (e) Order in which applications are received.
 - (f) During the term of this agreement, a maximum of two (2) employees will be granted a sabbatical leave each year.
 - (g) Availability of qualified replacement.
8. In considering applications for sabbatical leave, preference shall be given to those qualified applicants who have not previously been granted such leave. Whenever, in the opinion of the Superintendent, the qualifications of two or more applicants for sabbatical leave are relatively equal, length of uninterrupted service shall be the deciding factor.
9. The teacher on leave shall receive as compensation during the period of absence from the regular duties, one half (1/2) of his/her regularly scheduled salary that the teacher would have received during the leave period.
10. The following conditions shall apply to all teachers on sabbatical leave:
- (a) A teacher on sabbatical leave shall be considered to be in the employment of the Board and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher during the leave period.
 - (b) The teacher shall be entitled to any insurance benefits that may be provided in this Agreement which are applicable.
 - (c) A teacher granted sabbatical leave shall not engage in unapproved remunerative work while on leave. Scholarships or fellowships in approved colleges or universities which do not interfere with the program of professional improvement are excepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent shall be made.
11. A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:
- (a) Be restored to his/her former teacher position or to a position of like nature.
 - (b) Be allowed increment credit on the salary schedule when the sabbatical leave granted is completed.
 - (c) Be allowed credit toward retirement for time spent on sabbatical leave, in accordance with rules and regulations established by the commission in control of the employees' retirement system in the State of Michigan.

12. An interim report shall be filed in the Office of the Superintendent at the midpoint of the period for which the leave is taken. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all college or university work completed while on leave, and all other items of information pertinent to the evaluation of the program. The final report shall be due the first day of the second month following the applicant's return to service with the Board.
13. The content of all such required reports shall include details of work accomplished and must be related to the outlined program submitted with the original application as provided in condition five (5) of this section.

**ARTICLE XV
PROFESSIONAL STUDY COMMITTEE AND
PROFESSIONAL DEVELOPMENT TRAINING**

A. Establishment of Committee:

1. The Board, at its discretion, may establish Professional Study Committees to investigate matters pertaining to curriculum development, methods of instruction, and/or instructional materials. The Professional Study Committees shall be composed of members selected by the Board by reason of their competence, training or knowledge of the matter under study.
2. All clerical expenses of any such committees shall be paid for by the Board. Service on these committees shall be; (1) on a voluntary basis, (2) without additional compensation, and (3) in addition to the teacher's regular duties, or the teacher may be excused from performance of his/her regular duties at the discretion of the Board.
3. Duties performed after regular work hours that occur after a regular teaching day shall be compensated in C.E.C time or the hourly rate in Article III, Section L, M, N, O. A committee with release time shall not be eligible for said compensation. The method of compensation shall be approved by the Board prior to the meeting.

B. Professional Development Training:

In the event that the Board determines that curriculum changes require professional development training, the Board will provide the opportunity for such training. The Board will assume all expenses necessary for professional development training for which participation is required by all appropriate personnel. Attendance at professional development training programs by members of the bargaining unit shall be without additional compensation. Attendance at professional development training programs by members of the bargaining unit shall be with additional compensation if held on a day not normally defined as a teacher attendance day during the normal school year. In such cases, compensation shall be at the teacher's daily rate. Teachers shall be provided with an opportunity to become involved in planning such professional development days.

C. Continuing Education Credits:

As an incentive for teachers to upgrade their skills at workshops and seminars approved by the administration, the Board shall add a personal leave day for each fifteen (15) hours of actual workshop or seminar attendance. (For example: A teacher gets approval to take two classes on computers that meets four sessions each, at two hours per session. This totals sixteen hours of time. This makes the teacher eligible for one leave day in accordance with the following paragraphs.)

1. A personal business day shall be given on a day with mutual consent of the administration and shall be labeled "Continuing Education Credit Day." All workshops and seminars eligible for these CEC's shall be at the expense of the teacher and outside of the school day.

2. Should a teacher elect and get approval to take a university credit class under this provision, then only the completion of a class that shall meet for fifteen (15) hours or more shall be counted for one Continuing Education Credit Day.
3. The Superintendent or designee shall have the authority to award CEC units to teachers on a prorated basis whenever a teacher or teachers shall be requested to attend a workshop or seminar. The prorated portion shall take into consideration the time of the workshop or seminar, the financial involvement of the district and or the teacher in the workshop or seminar, and other related conditions that would warrant an award of CEC credits to the teacher(s).
4. A maximum six (6) days credit may be accumulated for a period not to exceed twenty-four (24) months duration. Failure to use these accumulated days within the above noted time limit will result in a payment of \$50 per day if a request for payment is submitted in writing by the teacher prior to June 1. It is understood that in special circumstances more than two (2) consecutive days may be granted only with the approval of the Superintendent.

Starting with the 2010/2011 school year, all CEC time earned will expire at the end of the school year, two years from the year in which it was earned. (Example: CEC time earned in September 2010 will expire on the last teacher day in June 2013.) All CEC time earned after the last contractual teacher day will be credited to the teacher in the upcoming school year. (Example: CEC time earned on June 19, 2010 will be credited to the teacher's CEC bank for the 2010/2011 school year.) CEC time will only be credited provided the teacher has submitted the proper verification of attendance. The MyLearningPlan program provides teachers with individual access to their professional development, CEC and Trade Day history, therefore eliminating the need to provide teachers with a printout of CEC hours earned.

CEC will not be approved for university credits until such time as the teacher reaches the highest salary lane possible.

D. Lamphere Mentor Program:

The Board and the Federation agree to implement the Lamphere Mentor Program pursuant to the Letter of Understanding dated June 6, 1999. (See appendix)

E. Peer Coaching:

All teachers shall have the opportunity, on a voluntary basis, to formulate a peer coaching team of their choice and participate in a peer coaching program. Approval for a team to meet on a given day may be denied or revoked based on the availability of acceptable substitutes. The Board shall determine acceptability of a substitute based on prior evaluations.

**ARTICLE XVI
LAYOFF & RECALL**

Lamphere School District – Administrative Procedure

**Professional Staff
3131-P**

STAFF REDUCTIONS, RECALLS AND SENIORITY

Prior to finalizing a plan for the layoff of professional staff, the Superintendent or designee(s), will discuss with the Federation concerning such contemplated action, along with the reasons for the action and the identification of the positions and personnel which will be affected under such circumstances.

In the event of a layoff or recall of teachers the District will lay off the least effective teachers first and recall the most effective of those who were laid-off. The District may also consider building, grade and subject assignment, certification, qualifications, and recency of relevant assignments, attendance, disciplinary record and seniority (see below) when identifying the teacher, or group of teachers, subject to layoff and/or recall.

Seniority:

In the event that teachers are determined to be equal under this regulation, the District will use the teacher's seniority in determining layoff and recall.

1. Seniority shall mean the number of continuous, uninterrupted years of service within the district computed from the first day the teacher reported for work as a regular contract teacher, or as a permanent substitute. The Superintendent shall maintain a district wide seniority list. It is understood that any leave of absence described in this Agreement shall not be considered as an interruption of years of service.
2. In the event that there are teachers with equal seniority as defined above, the following, listed in order of consideration, shall govern the date used in the seniority lists:
 - (a) The date the Board took action to hire the teacher.
 - (b) The date the initial employment contract was signed by the teacher.
 - (c) If (a) and (b) are the same, then the Board shall provide for a meeting with the Union and the teachers involved in which the order of seniority will be determined by lot.

Teacher Effectiveness/Other Factors:

The District will determine teachers' effectiveness by reference to their three most recent annual year end performance evaluations. Fewer annual year end performance evaluations will be used if fewer annual year end performance evaluations are available. If no annual year end performance evaluation is available, the District will base its decision on the factors set forth herein regarding individual performance and significant, relevant accomplishments and contributions.

In the event of a layoff or recall, building assignments may take into account the following: the need to balance veteran and probationary/inexperienced teaching staff to enhance the opportunity for peer coaching and support to new staff; the need to maintain sufficient bilingual staff or teacher(s) with specialized skills or assignments (including extra-duty assignments) within a particular building; the need to build or maintain staff capacity in certain skill or subject areas to enhance educational quality in a particular building or program. These factors may also be considered with respect to assignments, transfers (voluntary and involuntary), job-sharing, etc.

In the event of a tie, the tie may be broken based upon the annual year end performance evaluations as well as the factors stated below. The District's Superintendent, or his or her designees, will review the three most recent annual year end performance evaluations and other available information and, based on that review, rank the respective teachers from most effective to least effective. Such rankings shall be made based on the following factors:

The teacher's individual performance, which shall be the majority factor, including:

- Evidence of student growth, which shall be the predominant factor.
- The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating and consistent preparation to maximize instructional time.
- The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents, other teachers and administrators, and ability to withstand the strain of teaching.
- Recency and relevancy of experience regarding the assignment/vacancy at issue.
- The teacher's attendance and disciplinary record, if any.
- The teacher's significant, relevant accomplishments and contributions. That is, whether the teacher contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated exceptional performance.
- Relevant special training. Whether the teacher has completed relevant training other than the professional development or continuing education that is required by the District or by Michigan law and has integrated that training into instruction in a meaningful way.

Recall - General Information:

1. As openings occur, the Board shall contact each qualified person on the recall list by phone, if feasible. If phone contact is not successful, the employee will be contacted via registered or certified letter and a deadline for a response from the teacher shall be no less than fifteen (15) calendar days from the posting of the letter to the last known address supplied by the teacher. It is the responsibility of the teacher to supply the Board with current addresses and telephone numbers.

2. Teachers who refuse the position or fail to respond within the required time shall be eliminated from the seniority list and any further recall for employment rights within the district, and shall be considered to have terminated his/her employment with the district, unless the teacher can provide satisfactory evidence of extenuating circumstances as determined by the superintendent.

3. Recall rights shall be limited to three (3) years or the number of years employed, whichever is longer.

Layoff Information:

At the time a teacher is notified that he/she is to be laid off, the Superintendent shall advise the teacher of the Board's recall and layoff policy and procedures. The District will give five (5) calendar days written notice of layoff to the employee(s) affected. If feasible, the District will give not less than thirty (30) days written notice to the affected employee(s).

Board of Education Action:

The District's Superintendent, or his or her designees, after the ranking process is completed, will submit his or her recommendations for layoff or recall to the Board of Education for action with certification that his or her recommendations were made consistent with the Layoff and Recall procedure.

This Article is not subject to the grievance procedure.

ARTICLE XVII
ACADEMIC FREEDOM

A. Constitutional Rights:

The Board and Federation agree that all teachers shall be allowed in their teaching and personal lives to exercise their rights under the Constitution of the United States of America.

B. Controversial Issues:

Several sides of controversial issues which are normally a part of the curriculum content of an approved course shall be allowed provided the teacher shall follow the Superintendent's Administrative Team and Board policies and stays within the Articles of this Agreement.

**ARTICLE XVIII
GENERAL**

A. Absence Reporting:

Teachers shall report their unavailability for teaching duties on any particular day as soon as possible and at least one (1) hour and thirty (30) minutes before their scheduled starting time. Teachers shall be informed of the telephone number they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Emergency Closings:

When, in the judgment of the Superintendent or the Superintendent's designee, hazardous weather conditions prevent the opening of school, teachers shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the Superintendent or the Superintendent's designee, attendance of teachers will not be required in the building or buildings so affected. However, teachers may be required to fulfill or complete the workday in another building. Time lost by a teacher in connection with any incident mentioned in this Section shall not be charged against the teacher, but the teacher may be required to teach additional days, without additional compensation, to make up for time so lost; provided, that such makeup days are required to qualify for State Aid, or by Statute.

C. Board Information Available to Federation:

The Board shall provide the Federation with copies of all compiled and published information concerning the financial resources of the district, tentative budgetary requirements and allocations, student enrollment data and teaching personnel statistics and any information necessary for the Federation to process any grievance and/or necessary for the enforcement and supervision of this Agreement, except for information contained in the personnel files, which is deemed to be confidential by terms of this Agreement. This information shall be forwarded to the Federation upon the request of the Federation and the Federation shall be responsible for all costs, if any, in complying with this request.

D. Public Records:

The Federation shall be permitted access to those public records pertaining to wages, hours and condition of employment of the bargaining unit; provided, however, that the records of employees who are not a part of the bargaining unit shall be excluded. The cost, if any, of complying with the provisions of this section shall be charged to the Federation.

E. Printing and Distribution of Agreements:

Thirty (30) copies of the ratified Agreement shall be printed by the Board and delivered to the Federation no later than forty-five (45) days after ratification by both parties. In lieu of printed copies for each member, the Board may choose to distribute copies of the

ratified Agreement by posting an intra-net page accessible by teachers or via CD.

F. Board Rules, Regulations, Practices and Individual Contracts:

This Agreement shall supersede any rules, regulations or practices or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

G. Waiver Clause:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject of matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

H. Agreement Final:

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

I. Agreement Subject to Law:

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Federation, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. In cases where a provision shall be voided and made inoperative as spelled out above, both parties agree to meet immediately to renegotiate the voided provisions.

J. Payroll Deductions:

Teachers may request in writing that deductions be made from their pay for the following purposes:

1. Income Protection Insurance mutually approved by the Board and the Federation

2. Health Insurance
3. United Foundations
4. SOC Teacher's Credit Union
5. Various annuities as mutually approved by the Board and the Federation
6. Others upon mutual agreement

K. School Calendar

1. In the 2015/2016 school year, tenured teachers shall be required to be in attendance 183 days. Non-tenured teachers (hired after July 1, 2008) shall be required to be in attendance 188 days.

The additional teacher days shall be credited toward the State new teacher professional development requirement – Section 1526.

- First year of probation – the teacher will be required to fulfill five additional (188 total) days of professional development. (Up to two of the five days may be used for the purposes of new teacher orientation).
- Second year of probation – the teacher will be required to fulfill only 3 additional (186 total) days of professional development.
- Third & fourth years of probation – the teacher will be required to fulfill only 2 additional (185 total) days of professional development.

Beginning in the 2015/2016 school year, non-tenured teachers (hired after July 1, 2015) shall be required to complete 90 hours of additional PD within their first three years of teaching at Lamphere Schools.

During the 3-year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

The additional PD hours may be credited toward the State's new teacher professional development requirement – Section 1526.

2. School recess periods for the 2015/2016 school year shall be as follows:
 - (a) Labor Day Recess and the Friday preceding.
 - (b) Thanksgiving and the Friday following.
 - (c) Christmas and New Year's recess shall begin at the close of the school day on Friday, December 18, 2015, and shall end with the beginning of the school day on Monday, January 4, 2016.

- (d) Mid-winter recess shall begin at the close of the school day on Friday, February 12, 2016, and shall end with the beginning of the school day on Monday, February 22, 2016.
- (e) The AM of the first day staff reports shall be for teacher preparation; the PM can be determined by the Board. The last work day of the school year shall be allocated for records and room preparation.
- (f) Easter recess shall begin at the close of the school day on Thursday, March 24, 2016 and end with the beginning of the school day on Monday, March 28, 2016.
- (g) Spring recess shall begin at the close of the school day on Friday, April 1, 2016, and shall end with the beginning of the school day on Monday, April 11, 2016.
- (h) Memorial Day recess shall be on Monday, May 30, 2016.
- (i) Last day for teachers shall be Monday June 20, 2016. Teachers may leave for the school year on the last scheduled teacher day as soon as they have properly completed all necessary record keeping, etc., and have checked out at the office.

L. Notice of Termination:

After April 1 of the year in which the contract expires, either party may request in writing that formal negotiations begin for the new agreement. Negotiations for the new agreement must commence within 20 days from the receipt of the request.

M. Time for Negotiations:

Any time spent by any member of the bargaining unit in connection with the negotiations mentioned in this Article XVII, shall be after his/her regular working hours and without additional pay or compensation, unless agreed to otherwise by the parties.

N. Strike Prohibition:

The Federation recognizes that the statutes of the State of Michigan confer upon public employees and their organization the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Federation agrees, on behalf of itself and on behalf of all those whom it represents as follows:

1. The Federation will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in any strike during the life of this Agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose."
2. In the event of any strike in violation of this Agreement or of the law, the Federation will take any and all action reasonably within its power to bring the strike to an end.

3. It is further agreed that any teacher who strikes in violation of this Agreement shall be disciplined by any penalty up to and including discharge.

TEACHER'S SUPPLEMENTAL PAY SCALE

A. RATIONALE:

1. The positions listed in this Schedule B are extra duty and as such are voluntarily contracted with individuals at the rates set forth herein.
2. The rates for each position in this Schedule B are for a full year, season or unit as set forth with each position. A position filled by an individual for less than the normal time specified shall be paid at a prorated basis from the full rate listed in this Schedule B.
3. The listing of a particular position in this Schedule B shall not obligate the Board to fill the position, but not in conflict with other provisions of this Agreement.
4. Vacancies in all Schedule B positions shall be posted as per the procedures described in Article VI of this agreement.
5. The Board shall pay the State of Michigan retirement on monies received under this Schedule B.
6. Each of the positions listed in this Schedule B shall be the rate for one bargaining unit member filling the full job. Should a condition arise where more than one person shall share the responsibilities of the position, then such pay rate listed shall be prorated accordingly.
7. Each of the positions listed in parts B, D, E, F, G, H, & I of Schedule B shall be paid at the minimum percentage indicated of the M.A. track of Schedule A, based on the 2009/2010 salary schedule, at the minimum step (Step 0).

B. PAY RATE FOR TEAM LEADER, BUILDING DEPARTMENT HEAD AND VOCATIONAL EDUCATION COORDINATOR AND CURRICULUM AND ASSESSMENT COORDINATOR.

1. Each year for the first two (2) years: 5%
2. Each year beginning the third year: 6%
3. Each year beginning the sixth year: 8%

C. PAY RATE FOR COUNSELORS AND VOCATIONAL EDUCATION COORDINATORS FOR WORK PERFORMED OUTSIDE OF THE SCHOOL YEAR:

1. Two weeks' extra pay for two (2) extra weeks' duty; one (1) week prior to school in September and one (1) week following school in June.
2. Pay shall be based on the summer work pay rate as described in Article III, Section M Counselors will be paid at a rate of \$26 per hour.

D. SENIOR HIGH SCHOOL EXTRA DUTY PAY RATES:

1. Senior Class Sponsor, Per Year 5%
2. Junior Class Sponsor, Per Year 4%

3. Sophomore Class Sponsor, Per Year 3.2%
4. Freshman Class Sponsor, Per Year 2.6%
5. Play Director, Per Play 5%
6. Musical Director, Per Play 4%
7. Stage Crew Director, Per Play 2%
8. Yearbook Sponsor, Per Year 5%
9. Newspaper Sponsor, Per Issue .5%
10. Forensic Sponsor, Per Year 4%
11. Choral Director (Can include Middle School Choral) Per Year 4.5%
12. Band Director, Per Year 6.1%
13. National Honor Society 4%
14. OTC Coordinator – 4%
15. TV Productions – 5% Per Year
16. Fall and Winter Color Guard – 2% per season
17. NCA Chairperson: Years 1-4: 3% of Master's Zero if no release period is provided.
Final Year: 4% of Master's Zero if no release period is provided.
18. Academic Games – 5%
19. Robotics – 5%
20. Link Crew Coordinator/Teachers – 1% (10/11 11/12 sy), one coordinator may receive an additional planning period to organize Link Crew and Ninth Grade Academy Activities
21. Freshman Focus Teachers – 1% (10/11 11/12 sy)

E. MIDDLE SCHOOL – EXTRA DUTY PAY RATES

1. Newspaper Sponsor, Per Issue .4%
2. Band Director, Per Year 5%
3. Yearbook Sponsor, Per Year 2.6%
4. Choral Director, if performed by someone older than the Senior High School Choral Director 3.2%
5. Play Director, Per Play 2.6%
6. Camp Coordinator, 1.5%
7. Camp Attendance, Per Week 1.5%
8. Space Camp Attendance, Per Day .26%
9. After-School Activities Director, 2.5% per session

10. Lunchtime Activities Sponsor, 4.5% per year
11. Academic Enhancement Resource Teacher, 5.5% per year
12. NCA Chairperson: Years 1-4: 3% of Master's Zero if no release period is provided.
Final Year: 4% of Master's Zero if no release period is provided.
13. Academic Games – 4%

F. ELEMENTARY SCHOOL EXTRA DUTY PAY RATES:

1. Safety Patrol Sponsor, Per Year 2%
2. Service Squad Sponsor, Per Year 1.5%
3. Band Director, Per Year 3.2%
4. Teacher-in-Charge, 2% annual
5. Science Coordinator, 1% annual
6. Miscellaneous, 1%
7. NCA Chairperson: Years 1-4: 3% of Master's Zero if no release period is provided.
Final Year: 4% of Master's Zero if no release period is provided.
8. Camp Coordinator – 1.5%
9. Camp Attendance, Per Day, .26%
10. Camp Attendance, Per Week, 1.5%

G. MISCELLANEOUS DUTY RATES:

1. Academic Enhancement Activities 1.0%

(a) Science Fair	(i) Interact
(b) Science Olympiad	(j) Diversity
(c) Ethnic Festival	(k) Senior Rampage
(d) Art Fair	(l) Ramifications
(e) Future Problem Solving	(m) SADD
(f) Thespians	(n) Earthsmart
(g) Renaissance	(o) Equations
(h) Knowledge Master	(p) Robotics
2. Chaperones and sponsors of special events 0.10%

H. LAMPHERE CENTER:

Special Olympics Head Coach (per sport) – 1% MA-Zero
 Special Olympics Asst. Coach (per sport) – 0.5 MA-Zero

I. SECONDARY INTRAMURAL RATES:

1. High School Intramural Sponsor: 2% of MA – Zero Step per semester
2. Middle School Intramural Sponsor: 2% of MA-Zero Step per semester

J. ATHLETIC DEPARTMENT POSITIONS PAY RATES:

All coaching positions shall be paid as a percentage of the B.A. track of Schedule A, based on the 2009/2010 salary schedule, according to years of experience in a given sport as determined by the Superintendent.

1. High School Positions:

FOOTBALL

10% Head Coach
8% Varsity Asst.
8% Jr. Varsity
7% Assts. No 2 & 3

BASKETBALL

10% Head Varsity
8% Jr. Varsity
7% Assistant

WRESTLING

10% Head Coach
8% Jr. Varsity

SWIMMING

10% Head Coach
8% Jr. Varsity

SOFTBALL

7% Head Coach
5% Jr. Varsity

BASEBALL

7% Head Varsity
5% Jr. Varsity

TRACK

7% Head Coach
5% Jr. Varsity/Asst.

CROSS COUNTRY

7% Head Coach
5% Assistant Coach

HOCKEY

5% Head Coach
3% Asst. Coach

VOLLEYBALL

10% Head Coach
8% Jr. Varsity

GYMNASTICS

7% Head Coach
5% Assistant

SOCCER

7% Head Coach
5% Jr. Varsity

VARSITY/JR. VARSITY

CHEERLEADING

3% per season

VARSITY/JR. VARSITY

DANCE

3% per season/per team

TENNIS

5% Head Coach
3% JV/Asst

BLDG. ATHLETIC DIRECTOR

10% - High School
5% - Middle School

GOLF

5% Head Coach
3% Jr. Varsity Asst.

SKIING

6% Head Coach

2. 9th Grade Positions:

FOOTBALL

7% Head Coach
5% Asst. Coach

BASEBALL

5% Head Coach

BASKETBALL

7% Head Coach

SWIMMING

7% Head Coach

VOLLEYBALL

7% Head Coach

TRACK

5% Head Coach

WRESTLING

7% Head Coach

SOFTBALL

5% Head Coach

CHEERLEADING

3% Per Season

3. Middle School Positions – 7th & 8th Grades:

FOOTBALL- 7th/8th Gr.

5% Head Coach
5% Asst. Coach

BASKETBALL- 7th Gr.

5% Head Coach

TRACK- 7th/8th Gr.

4% Head Coach

BASEBALL- 7th/8th Gr.

4% Head Coach

BASKETBALL- 8th Gr.

5% Head Coach

SOFTBALL- 7th/8th Gr.

4% Head Coach

VOLLEYBALL- 7th/8th Gr.

5% Head Coach
3% Asst. Coach

WRESTLING- 7th/8th Gr.

5% Head Coach

SWIMMING- 7th/8th Gr.

5% Head Coach

CHEERLEADING- 7th/8th Gr.

2% Per Season

M.S. BLDG ATHLETIC DIRECTOR

5%

TEACHERS SALARY SCHEDULE A - 2015/2016

No Change on the salary schedule and no step increases.

The District agrees to reopen the contract on or after May 1, 2016, to discuss salary for the 2016/2017 school year.

IF/COME Clause – (Positive Triggers)

Increase in Enrollment:

- o For every 25 FTE students above enrollment of 2,730 (Fall 2014/2015 audited count of 2,745 less 15 FTE students = 2,730), excluding students who enroll in new programs (Alternative Education, new Center classrooms, etc.), that were not enrolled within the district during the 2014/2015 school year, the District will increase the on-schedule salary by 0.5% to teachers. To verify student enrollment, the District will compare the Fall 2014/2015 audited student enrollment number (2,745) to the Fall 2015/2016 audited student enrollment number. If additional pay is triggered by the student enrollment projections as outlined above, the District will prorate the remaining bi-weekly payments to teachers throughout the remainder of the 2015/2016 contract year.

State Funding Increase:

- o For every \$50 net per Pupil State funding increase over the 2014/2015 school year the District will increase the on-schedule salary by 0.5%.

Example: If 35 additional students above enrollment of 2,730 as stipulated above, enroll for the fall 2015/2016 school year = 0.5% on-schedule. State provides \$50 net per pupil increase = 0.5% on-schedule. Total will equal 1% additional on-schedule.

IF/COME Clause – (Deficit Triggers)

Decline in Enrollment:

- o If the enrollment declines by more than 15 FTE students to less than 2,730 FTE students (Fall 2014/2015 audited count of 2,745 less 15 FTE students = 2,730), excluding students who enroll in new programs (Alternative Education, new Center classrooms, etc.), that were not enrolled within the district during the 2014/2015 school year, the District will deduct 1.0% on-schedule salary concession to teachers. For every additional loss of 25 FTE students beyond 2,730, the District will deduct an additional salary concession of .5% on-schedule. To verify student enrollment, the District will compare the Fall 2014/2015 audited student enrollment number (2,745) to the Fall 2015/2016 audited student enrollment number. If a reduction in pay is triggered by the student enrollment projections as outlined above, the District will prorate the remaining bi-weekly payments to teachers throughout the remainder of the 2015/2016 contract year.

State Funding Decrease:

- o For every \$50 net per Pupil State funding decrease below the 2014/2015 school year, the District will deduct an additional salary concession of .5% on-schedule. If an additional concession is triggered by the student enrollment projections as outlined above, the District will prorate the remaining bi-weekly payments to teachers throughout the remainder of the 2015/2016 contract year.

Example: If 48 students below 2,730 as stipulated above, are enrolled for the fall 2015/2016 school year = 1.5% on-schedule reduction. State reduces \$50 net per pupil = .5% on-schedule reduction. Total will equal 2.0% on-schedule additional concession to teachers.

**TEACHERS HIRED BEFORE JULY 1, 2008
2015-2016 SALARY SCHEDULE**

STEP	A	B	C	D	E	F
	BA	BA+20	BA+50 MA	MA+15	MA+30	MA+45 Ed.Sp. Ed.D
0	38027	40170	41872	43589	44872	46150
0.5	38940	41094	42952	44683	45980	47271
1	39874	42039	44060	45805	47116	48420
1.5	40831	43006	45197	46954	48280	49597
2	41811	43995	46363	48133	49472	50802
2.5	42815	45007	47559	49341	50694	52036
3	43842	46042	48787	50579	51946	53301
3.5	44894	47101	50045	51849	53230	54596
4	45972	48184	51336	53150	54544	55923
4.5	47075	49293	52661	54485	55892	57282
5	48205	50426	54020	55852	57272	58674
5.5	49362	51586	55413	57254	58687	60099
6	50547	52773	56843	58691	60136	61560
6.5	51760	53986	58309	60164	61622	63056
7	53002	55228	59814	61674	63144	64588
7.5	54274	56498	61357	63222	64703	66158
8	55577	57798	62940	64809	66301	67765
8.5	56910	59127	64564	66436	67939	69412
9	58276	60487	66230	68103	69617	71099
9.5	59675	61878	67938	69813	71337	72826
10	61107	63302	69691	71565	73099	74596
10.5	62574	64758	71489	73361	74904	76409
11	64075	66247	73334	75203	76754	78265
11.5	65613	67771	75226	77090	78650	80167
12	67188	69329	77166	79025	80593	82115
12.5	68800	70924	79157	81009	82584	84111
13	70992	73193	81792	83568	84889	86215

**TEACHERS AFTER JULY 1, 2008
2015-2016 SALARY SCHEDULE**

STEP	A		C		E	F
	BA		BA+50 MA		MA+30	MA+45 Ed.Sp. Ed.D
0	38027		41872		44872	46150
0.5	38940		42952		45980	47271
1	39874		44060		47116	48420
1.5	40831		45197		48280	49597
2	41811		46363		49472	50802
2.5	42815		47559		50694	52036
3	43842		48787		51946	53301
3.5	44894		50045		53230	54596
4	45972		51336		54544	55923
4.5	47075		52661		55892	57282
5	48205		54020		57272	58674
5.5	49362		55413		58687	60099
6	50547		56843		60136	61560
6.5	51760		58309		61622	63056
7	53002		59814		63144	64588
7.5	54274		61357		64703	66158
8	55577		62940		66301	67765
8.5	56910		64564		67939	69412
9	58276		66230		69617	71099
9.5	59675		67938		71337	72826
10	61107		69691		73099	74596
10.5	62574		71489		74904	76409
11	64075		73334		76754	78265
11.5	65613		75226		78650	80167
12	67188		77166		80593	82115
12.5	68800		79157		82584	84111
13	70992		81792		84889	86215

TEACHERS AFTER JUNE 2011 2015/2016 SALARY SCHEDULE						
STEP	A		C		E	F
	BA		BA+50 MA		MA+30	MA+45 Ed.Sp. Ed.D
0	36886		40616		43526	44766
0.5	37771		41664		44601	45853
1	38678		42739		45703	46968
1.5	39606		43841		46831	48109
2	40557		44972		47988	49278
2.5	41530		46133		49173	50475
3	42527		47323		50388	51702
3.5	43548		48544		51633	52958
4	44593		49796		52908	54245
4.5	45663		51081		54215	55563
5	46759		52399		55554	56913
5.5	47881		53751		56926	58296
6	49030		55138		58332	59713
6.5	50207		56560		59773	61164
7	51412		58019		61249	62650
7.5	52646		59516		62762	64173
8	53909		61052		64312	65732
8.5	55203		62627		65901	67329
9	56528		64243		67529	68966
9.5	57885		65900		69197	70641
10	59274		67600		70906	72358
10.5	60696		69345		72657	74116
11	62153		71134		74452	75917
11.5	63645		72969		76291	77762
12	65172		74851		78175	79652
12.5	66736		76783		80106	81587
13	68862		79338		82342	83629

**ARTICLE XIX
DURATION AND SIGNATURE**

The provisions of this Agreement shall be effective as of Tuesday, September 1, 2015, and shall continue in full force and effect until 11:59 p.m. of Labor Day, of the year 2016, or until 11:59 p.m. of the day prior to the scheduled start of school for the year 2016, whichever occurs first.

IN WITNESS WHEREOF, the parties hereunto set their hands,

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS

President: *John Brown* Date: 11-10-2015

Witness: *Judith Owens* Date: 11-10-2015

Secretary: *John Brown* Date: 11-10-2015

Witness: *Judith Owens* Date: 11-10-2015

FOR THE LAMPHERE FEDERATION OF TEACHERS

President: *Art Mason* Date: 11/9/2015

Witness: *Art Mason* Date: 11-9-15

Secretary: *Jill Messing* Date: 11/9/15

Witness: *Art Mason* Date: 11-9-15

ADDENDUM

Letter of Understanding Between The Lamphere Board of Education and The Lamphere Federation of Teachers

Pursuant to discussions with the Lamphere Board of Education and the Lamphere Federation of Teachers, it is agreed to implement the Lamphere Mentor Program as outlined below effective with the 1999-2000 school year.

1. Teacher mentors may be provided release time from their normal teaching schedule to perform their duties.
 - A. While it is impossible to formulate mentor-mentee ratios that would approximately address all circumstances, the district will work toward an approximate ratio of five (5) mentees per release hour.
 - B. In the event that a mentor is assigned fewer than five (5) mentees, and/or the district does not provide a release hour, the mentor will receive the stipend as outlined in this Letter of Understanding and may be provided with release time as approved by the administration.

(By way of example, it is recognized that first year teachers will require the most assistance. Therefore, five first year teachers would warrant a release hour. However, if the five teachers consisted of four or five third year teachers, it is conceivable that it would not warrant a release hour.)

2. Teacher mentors may serve as a released hour(s) mentor for a maximum of two (2) consecutive years, after which they will return to a classroom position. It will be attempted to return the teacher to the same assignment he/she had prior to becoming a mentor, however it is recognized that there may be circumstances which prevent this from occurring.
3. Teacher mentor positions will be posted, and qualified Lamphere teachers may apply. The interview committee will be comprised of three (3) teachers to be selected by the Federation and four (4) administrators to be selected by the Superintendent or his designee for the first selection of mentors. The second selection committee will be comprised of four (4) teachers to be selected by the Federation and three (3) administrators to be selected by the Superintendent or his designee. Each time thereafter, the committee arrangement reverses itself as noted above.
4. The teacher mentor and/or his/her observation notes/reports shall not be considered or used as evidence in any future grievances, arbitrations, court, administrative, tenure or other proceedings.

5. The teacher mentor will serve as a coach, resource person, advisor, staff developer, and role model for the mentee and shall not participate in the evaluation process.
6. The teacher mentor will work cooperatively with the administration in the preparation of a "new teacher handbook" and the hosting of a two day orientation for new teachers prior to the start of each school year.
7. In addition to other duties, the mentor will prepare and present a series of workshops throughout the school year for new teachers. Teachers attending the workshops will be credited, as allowed, with time toward their 15 day in-service requirement.
8. The work day of the mentor may be adjusted from time to time, with administrative approval, to compensate for after school presentations or workshops. However, it is understood that the mentor will have to spend some time beyond normal work hours to complete his/her duties.
9. The mentor will receive a stipend as follows:
 - With release time: \$400/School Year
 - Without release time: \$400/mentee for 1st year teachers/School Year
\$300/mentee for 2nd year teachers/School Year
\$200/mentee for 3rd year teachers/School Year
10. As part of their first year requirement, first year teachers in Lamphere will attend a two day orientation session prior to the start of the school year. These two days will serve to fulfill part of the state mandated 15 day in-service requirement for new teachers.
11. Pursuant to state mandate, all teachers shall be assigned a mentor during their first three years in the teaching profession. Further, all teachers new to The Lamphere Schools will be assigned a mentor during their first year of employment.
12. With thirty (30) days written notice, either party can terminate participation in the plan at any time. Both parties agree to attempt to resolve any differences or problems that may occur before issuing termination notice.

For the Lamphere Board of Education

For the Lamphere Federation of Teachers

Signature on file
Marsha Pando
Director of Human Resources

Signature on file
Judy Schram
President, LFT

Date

Date

**Letter of Understanding Between
The Lamphere Federation of Teachers
And
The Lamphere Board of Education**

**Performance Evaluation System and Compensation Including Job
Performance and Accomplishments as Factors**

The Lamphere Federation of Teachers and the Lamphere Administration will, with the involvement of teachers and school administrators bargain to develop and implement a rigorous, transparent and fair performance evaluation system, hereinafter referred to as "system," pursuant to Act 451, (380.1249 and 380.250) of the revised school code.

It is understood that a collaborative process between the union and administration will be used in the development of the "system." The first meeting date will occur no later than October 15, 2010.

Due to the current economic situation, it is understood that no additional compensation beyond what has been agreed upon for the 2010-2011 and 2011-2012 salary schedules will be provided in terms of merit pay and/or additional compensation pursuant to Act 451 (380.1250) unless State funding, specifically designated for the purpose of fulfilling the requirements of Act 451 (380.1250), is allocated to the District.

The existing evaluation system, as described in Article IX, will remain in effect until an agreement on this contractual section is reached.

For the Federation:

For the Board:

Judy Schram,
President, LFT
June 16, 2010

Rita Lewis
Director of Human Resources
June 16, 2010