

PROFESSIONAL AGREEMENT

BETWEEN THE

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT

AND THE

LIVONIA EDUCATION ASSOCIATION

2013-2016

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ARTICLE I—AGREEMENT

This Agreement is entered into this 17th day of June, 2013 by and between the Livonia Education Association-Michigan Education Association/National Education Association as hereinafter called the "ASSOCIATION" and the Livonia Public Schools, hereinafter called the "BOARD".

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II—RECOGNITION

Section A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all certified and non-certified teaching personnel, whether under contract, on leave, employed by the BOARD, or upon employment by the BOARD, including primarily, but not limited to teacher certificated professional personnel, and specifically including all classroom teachers, guidance counselors, media specialists, department chairpersons, high school directors, shared time teachers, young five teachers, psychologists and diagnosticians, social workers, special education teachers, elementary student assistance providers (ESAP), student assistance providers (SAP), speech, hearing and orthopedic teachers or therapists, occupational therapists, physical therapists, teachers of the homebound or hospitalized, learning specialists and teaching consultants, whether or not assigned to a building, but excluding substitutes, administrators, supervisors, coordinators, executive personnel, high school athletic directors and supervisory consultants, and any other personnel who may incidentally hold a teaching certificate but for which a certificate is not required in their position.

The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the ASSOCIATION in the bargaining or negotiating units as defined.

Section B. The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

ARTICLE III—EXTENT OF AGREEMENT

Section A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

Section B. Any and all individual contracts between the BOARD and teachers shall be subject to and consistent with this Agreement. If any individual contract contains language inconsistent with the terms of this Agreement, this Agreement, during its period in force, shall be controlling. Mutual agreements that add to or change the terms of the Master Agreement between the Association and the Board may be subject to ratification, at the will of either or both parties.

Section C. This Agreement shall supersede any rules, regulations, or practices of the BOARD which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the BOARD.

Section D. If any provision of this Agreement or any application of the Agreement to any group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section E. The BOARD and the Association recognize and agree that, as a result of Public Act 103 of the Public Acts of 2011, all “strike-through” provisions (those provisions in which the type face has been stricken through) contained in this collective bargaining agreement apply only to bargaining unit members who are not subject to the Teacher Tenure Act, only if the provisions had previously applied to them, and only to the extent permissible under law.

ARTICLE IV—ASSOCIATION RIGHTS

Section A. The ASSOCIATION and its representatives shall have the right to use school building facilities at all reasonable hours for meetings without charges, provided that when special custodial service is required the BOARD may make reasonable charges as provided in the Building Use Policies. The principal may designate a suitable and adequate place if there would be a conflict with other scheduled activities.

Section B. Duly authorized representatives of the ASSOCIATION and its respective affiliates shall be permitted to transact official ASSOCIATION business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section C. The BOARD agrees to provide printing shop and data processing services to the ASSOCIATION and permit the ASSOCIATION to use school equipment under the usual Building Use Policies, as long as it does not interfere with the regular operation of the school programs. Such services shall be paid for in full by the ASSOCIATION at the rates established by the BOARD.

Section D. The ASSOCIATION shall have the exclusive right as a teacher organization to post notices of activities and matters of ASSOCIATION concern on teacher bulletin boards. At least a portion of one or more shall be provided in each school building solely for that purpose. Such communications to employees shall be posted only on the bulletin board so designated. The ASSOCIATION shall have the exclusive right as a teacher organization for the use of inter-school mail system and teacher mailboxes for communications to teachers. Any communication posted on a bulletin board shall have proper identification of the ASSOCIATION. Except for the ASSOCIATION'S elections, political campaign literature shall not be posted on school bulletin boards or distributed through school mails by the ASSOCIATION or any of its members, nor shall school facilities or equipment be used in any manner for political purposes by the ASSOCIATION, unless approved by the Superintendent. The Association has the right to use the District's e-mail system and shall be subject to the same use restrictions applicable to the employees. All sections of this Article shall apply to both buildings and central office and to persons working where regular mailboxes do not exist.

Section E. The BOARD agrees to furnish the ASSOCIATION, on request, all available information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, Registry of Educational Personnel (REP), preliminary budget requirements and allocations, agenda and minutes of all BOARD meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the ASSOCIATION in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the ASSOCIATION to process any grievance or complaint. Nothing contained in the above shall be construed to require that the BOARD provide such information in any form other than it would normally be provided to the BOARD.

Section F. The ASSOCIATION shall be granted up to seventy (70) days released time per year for use by teachers participating in professional organization activities and conferences. If a substitute is required for the use of these days, then the ASSOCIATION shall reimburse the BOARD for the cost of the substitute. Any absence of a teacher shall be approved by the ASSOCIATION and the Director of Human Resources at least one (1) week in advance of the absence.

Section G. The teacher who is elected president of the ASSOCIATION shall be released from classroom activities for a full time assignment each day, to fulfill responsibilities to the ASSOCIATION and the district. These responsibilities shall include the oversight of the teacher-mentoring program.

Section H. Monday afternoon following the regular teachers' workday shall be reserved for ASSOCIATION meetings. Exceptions may be made when mutually agreed to by both parties. One (1) Monday per month, ASSOCIATION building meetings may be held either until fifteen (15) minutes before the start of classes or beginning not earlier than fifteen (15) minutes after the dismissal of students. Teachers involved in ASSOCIATION affairs shall be allowed to leave their respective buildings as soon as their responsibilities related to the health and welfare of children are completed on those Mondays when meetings are regularly scheduled. The ASSOCIATION shall provide each building principal with a list of the Representative Assembly delegates and/or Board of Directors members from their buildings, along with a schedule of such meeting dates, as soon as possible following the commencement of the school year, upon request.

Section I. Any teacher engaged in a formal meeting where the teacher's attendance is required in negotiating in behalf of the ASSOCIATION with any representative of the BOARD or participating in any professional grievance procedure shall be released from regular duties without loss of salary.

Section J. The ASSOCIATION will be notified of the formation and nature of any district level committee involving ASSOCIATION members and will be notified of committee membership. When committees are established for the purpose of hiring administrators and members of the ASSOCIATION are involved, the ASSOCIATION will be notified of committee membership.

Section K. No person, during the term of this Agreement, will be appointed to a position of part-time teacher administrator.

ARTICLE V - ASSOCIATION DUES/AGENCY SHOP

Section A. All teachers may:

1. Sign and deliver to the BOARD an assignment authorizing deduction of membership dues and assessments of the ASSOCIATION (including the Michigan and National Education Associations) and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year, or
2. For non members, cause to be paid to the ASSOCIATION, either by authorizing payroll deduction or in cash, the representation fee established by the ASSOCIATION. Payroll deductions made pursuant to the provision shall be made in equal amounts, as nearly as may be, from the paychecks of the teacher.

In the event of any legal action against the BOARD brought in a court or administrative agency because of its compliance with this Article, the ASSOCIATION agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The BOARD gives timely notice of such action to the ASSOCIATION and permits the ASSOCIATION intervention as a party if it so desires, and
- b. The BOARD gives full and complete cooperation to the ASSOCIATION and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The ASSOCIATION agrees that in any action so defended, it will indemnify and hold harmless the BOARD, including individual BOARD members, and the school district from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the BOARD'S compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

The BOARD will, as a condition of employment, present the agency shop provision to all newly employed teachers and shall include a signed statement of receipt of the same in the teacher's personnel file.

Section B. The deduction of membership dues shall be made in twenty (20) equal installments, beginning with the first paycheck of each new school year, and the BOARD agrees to promptly remit to the respective ASSOCIATION all monies so deducted, accompanied by a list of the teachers' names from whom such deductions have been made and the amount of the deduction. Any teacher beginning work

after the opening of school or resigning a position, receiving a leave of absence, or otherwise terminating employment after the opening of school shall be charged only the amount of dues or representational fees as the portion of the year worked is to the normal ten-month school year.

The ASSOCIATION shall, at least forty-five (45) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues and those of the MEA and NEA which are to be deducted in that school year under such authorizations. For the purpose of this Article, the term "school year" shall mean the twelve month period beginning with the opening of school in the fall of each year.

The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the ASSOCIATION. The ASSOCIATION agrees to reimburse any teacher for the amount of any dues deducted by the BOARD and paid to the ASSOCIATION, which deduction is by error in excess of the proper deduction, and agrees to hold the BOARD harmless from any claims of excessive deduction.

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

ARTICLE VI—EMPLOYER RIGHTS

The ASSOCIATION recognizes that the BOARD has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, except where expressly limited by the provision of this Agreement. This authority shall include, but not be limited to, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the BOARD.
2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their suspension, demotion, layoff, or dismissal, and to promote and transfer all such employees.
3. Determine the services, supplies, and equipment necessary to continue its operations, and to institute the means, methods, and processes of carrying on the work, and to institute new and/or improved methods or changes therein.
4. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
5. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the BOARD shall not abridge any rights of employees as specifically provided for in this Agreement.
6. It is agreed and recognized that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the school district resides exclusively with the BOARD.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and in conformance with the Constitution and Laws of the State of Michigan, and the Laws and Constitution of the United States.

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

ARTICLE VII - TEACHER RIGHTS AND PROTECTION

I. MEMBER RIGHTS

Pursuant to the Michigan Public Employee Relations Act, every employee in the bargaining unit will have the right to organize, join, and support the ASSOCIATION for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.

The BOARD undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, salaries, terms or conditions of employment, by reason of membership in the ASSOCIATION, participation in any activities of the ASSOCIATION or collective professional negotiations with the BOARD, or institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Section A. Nothing contained herein shall be construed to deny or restrict to any teacher rights one may have under the general Michigan school laws or other applicable state and federal laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Section B. The parties agree that there shall be no discrimination against any employee by reason of race, religion, marital status, age, sex, height, weight, handicap or national origin. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

Section C. Teachers shall be entitled to full rights of citizenship, and no exercising of such rights shall be grounds ~~for discipline~~ for discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the BOARD, except as it adversely affects the schools.

Section D. In recognition of the fact that by the very nature of their work teachers are more exposed to influenza, the BOARD agrees to provide sufficient funds annually to the ASSOCIATION so that free influenza inoculation clinics may be held for employees. Any other preventive medical treatment, including information and material relative to Universal Precautions, which in the BOARD'S judgment will protect the health and welfare of the students and the teachers of the school district may be provided by the BOARD.

Section E. No polygraph or lie detector device shall be used by the BOARD on a teacher or witness in any investigation of any teacher, unless expressly authorized by the teacher, the ASSOCIATION, and the BOARD.

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

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

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

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

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

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

Section G. A Grade Review Committee shall be formed which shall consist of three members appointed by the ASSOCIATION and at least one member appointed by the BOARD. The members of this committee shall be determined by September 15 of each year, shall serve for the academic year, and shall hear all challenges.

II. PROFESSIONAL BEHAVIOR

Section A. The ASSOCIATION recognizes that abuses of sick leave or other leaves, chronic absence or tardiness, or willful deficiencies in professional performance by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school system and may constitute failure on the part of the teacher to carry out contractual responsibilities. The ASSOCIATION will use its best efforts to correct breaches of professional behavior. ~~No tenure teacher will be discharged without just cause.~~

Section B. The BOARD may adopt rules and regulations not in conflict with terms and conditions of this Agreement concerning the discipline of teachers; ~~however, a teacher shall not be disciplined, reprimanded, suspended with or without pay, reduced in rank or compensation, demoted, discharged, nor deprived of any professional advantage for disciplinary reasons, without reasonable and just cause.~~

All information forming the basis for disciplinary action will be made available to the teacher and the ASSOCIATION.

Section C. Prior to a meeting requested by a building administrator/supervisor, a teacher will be informed of the subject/topic of the meeting. Upon request, a teacher will be entitled to have present a representative of the ASSOCIATION, when the teacher reasonably believes that a meeting with Administration or representative of the BOARD may lead to being reprimanded, warned or disciplined for any infraction of rules or delinquency of professional performance. When a request for such representation is made prior to or during the meeting, no action will be taken or meeting held with respect to the teacher until such representation of the ASSOCIATION is present.

III. TENURE FOR NON-TEACHER CERTIFIED STAFF

School psychologists, school social workers, occupational therapists, physical therapists, non-teacher certified counselors and non-teacher certified teachers of speech and language who do not hold a teaching certificate are not entitled to the benefits of the Michigan Tenure Act. So far as this Agreement is concerned, these people are to serve the same probationary period and accrue all the benefits of tenure which may be provided by the Livonia Board of Education. This includes dismissal only upon written charges filed with the BOARD, and an opportunity to be heard by the BOARD on these charges. Any reference to this Agreement to tenure teachers shall apply equally to these people who would meet the ordinary requirements for tenure even though they may not achieve "de jure" tenure.

IV. PERSONNEL FILES

Section A. Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel file(s) maintained at the teacher's school and/or at the Administration Building. A representative of the ASSOCIATION may, at the teacher's request, accompany the teacher in this review. The review may be made in the presence of the administrator responsible for the safekeeping of these files. Other examination of a teacher's file will be made by qualified supervisory personnel or as otherwise provided by applicable law.

The Human Resources Office will notify a teacher, with a copy to the ASSOCIATION, when there is a Freedom of Information Act Request to review or release materials in his/her personnel file to a third party. The Human Resources office will meet with the teacher to review the file contents that will be released in compliance with FOIA regulations.

Privileged information, such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review by the public. The administrator shall, in the presence of the teacher, remove these credentials and confidential reports from the file prior to a review of the file.

Any complaints by a parent of a student, or any person, directed toward a teacher and deemed serious enough to become a matter of the teacher's formal record, shall be promptly called to the teacher's attention. Teachers are entitled to know the identity or source of all such complaints.

Section B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in either a teacher's building personnel file or in the personnel file in the Administration Building, unless the teacher has had an opportunity to read the material. The teacher shall acknowledge having read such material by affixing the teacher's signature on the actual copy to be filed, with the understanding that such signature merely signifies having read the material to be filed, and does not necessarily indicate agreement with its contents.

Section C. The teacher shall have the right to answer/address any material contained in the files, and the response shall be attached to the file copy.

Section D. Any records of charges or proceedings that are conducted by the District regarding a teacher that are found to be without merit will not become part of the teacher's personnel file.

V. TEACHER ASSAULT

Section A. In any case of assault upon a teacher, the administration shall promptly render all reasonable assistance to prevent injury to the teacher, when possible. The assault shall be promptly reported to the BOARD on a form mutually agreed to by the ASSOCIATION and the BOARD. The BOARD will advise the assaulted teacher of his/her rights and obligations with respect to the incident of the assault.

ARTICLE VIII - ACADEMIC FREEDOM

Section A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Section B. Academic freedom, appropriate to the level of the learner, shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

Section C. The BOARD recognizes that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial, but according to policies and regulations of the BOARD.

Section D. Whenever any group or individual brings charges against a teacher in writing concerning the teacher's freedom to teach, the BOARD, at the request of the teacher or the ASSOCIATION, shall provide, without charge to the teacher, the necessary information and support as mutually agreed upon, for the protection of the teacher's academic freedom.

ARTICLE IX – JOB DESCRIPTIONS/QUALIFICATION/ESEA/ASSIGNMENT

Section A. The ASSOCIATION recognizes the right of the BOARD to develop job descriptions for newly created positions and to revise current job descriptions. Job descriptions will be kept on file by the BOARD at the Board Office for review.

Job descriptions will not be in conflict with the expressed terms of this Agreement.

Teachers holding positions where job descriptions are revised due to curriculum changes or reorganization will receive notice of such revision prior to implementation of the changes.

~~Teachers will be evaluated based on the job description for the position in effect at the beginning of the school year (unless it is a newly created position).~~

Section B. New and revised job descriptions will be reviewed by the ASSOCIATION prior to implementation. The duties outlined in the most recent job posting will take precedence and define the new responsibilities of the staff member(s). Staff members will be informed of any changes before implementation of the new responsibilities. Members who hold the positions will be given an opportunity to transfer from the position to another position where he/she is certified and qualified.

Section C. The BOARD agrees to employ under contract only those teachers who possess the minimum of a Bachelor's degree and the necessary qualifications for Provisional, Permanent, Continuing, or Professional Education Certification or who meet other criteria established by the state. By the end of the 2005-06 school year, all elementary and secondary teachers and special education teachers must be "highly qualified" according to the Elementary and Secondary Education Act (ESEA) in all the core academic subjects where the teacher is assigned to teach. Counselors, teachers of speech and language, occupational therapists, physical therapists, social workers and psychologists shall have approval as determined by the State of Michigan. Prior to the employment of a non-certified or any vocational education teacher who does not have a Bachelor's degree but does have vocational certification for a vocational education program, the BOARD will notify the ASSOCIATION of the recruitment efforts made for the position. It is the responsibility of each teacher to maintain proper certification.

Section D. The District acknowledges that having teachers assigned in their area of certification and endorsement is highly valued by the District. ~~Teachers will not be assigned outside the scope of their teaching certificates and their major or minor field of study and endorsement area. This includes all special areas at the K-4 buildings.~~

Section E. Teachers who are not “highly qualified” by the beginning of the 2006-07 school year will not be placed in positions where “highly qualified” status is required. ~~These teachers will be subject to the Transfer process (Article XXVII) or Surplus and Layoff Process (Article XXVIII).~~

If the law changes to remove the “highly qualified” status definition, the parties will meet to discuss the changes.

Section F. All teachers who anticipate changes in their certification must notify the Human Resources Office by March 15 of the current school year to aid the District in the assignment of staff for subsequent years. This applies to laid off teachers who may have certification changes.

Section G. Prior to the end of the teacher work year, teachers, other than newly appointed teachers, shall be notified ~~in writing~~ of their tentative programs for the school year, if possible, including the schools to which they will be assigned, and the grades and/or subjects that they will teach, any special or unusual classes that they will have and including tentative class lists for the elementary grades. ~~Teachers affected by any subsequent changes in assignment shall be consulted, if possible, and any change in assignment will be made according to the provisions of Transfers, Vacancies, Involuntary Transfers and Promotions under Article XXVII of the Master Agreement.~~

~~**Section H.** Special area teachers at the elementary level (art, music, physical education) will be assigned according to the building enrollment and scheduling needs at each elementary building. Assignments will be made with the consideration of recommendations from the special areas teachers, building principals, and teacher transfer requests in accordance with Article XXVII of the Master Agreement.~~

~~Building allocations and assignments for ESAPs (Elementary Student Assistance Providers) will be made in accordance with teacher transfer requests (Article XXVII of the Master Agreement), recommendations from ESAPs, building principals and the District's Elementary Principals' equity committee.~~

~~The assignment of Student Services staff may vary from year to year according to where students receiving service are assigned. Staff assignments will be made to maintain an appropriate level of continuity in building services from year to year while considering recommendations from Student Services staff, building principals and building transfer requests in accordance with Article XXVII of the Master Agreement.~~

The duties or the responsibilities of any regularly employed teacher shall not be transferred to persons not covered by this Agreement and the BOARD agrees that non-unit personnel shall not be used to displace teachers regularly employed in the bargaining unit.

Section I. If the BOARD plans to implement “Distance Learning”, the BOARD and the ASSOCIATION will meet and discuss the matter prior to its implementation.

ARTICLE X - WORKING CONDITIONS

Section A. The parties recognize that the availability of quality school facilities and equipment for both student and teacher is desirable. The BOARD agrees to provide a work place with physical facilities which are conducive to a quality educational program. This includes classrooms that are cleaned and maintained appropriately.

Section B. The BOARD recognizes that appropriate textbooks, teacher texts/manuals, library reference facilities, maps, globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires and similar instructional materials are the tools of the teaching profession and the BOARD shall make every effort at all times to keep the schools reasonably and properly equipped with such material. The BOARD further recognizes the value of teacher participation in the selection and use of instructional materials and will confer from time to time with the ASSOCIATION for the purpose of improving the methods of selection and use of such educational tools. The BOARD will attempt to implement all joint decisions made by its representative and the ASSOCIATION, however, the BOARD reserves the right to approve final purchase and selection of such instructional materials.

Section C. The BOARD will provide for each teacher serviceable desks and chairs, closet space, lockable storage areas, and storage space for instructional materials and computers with access to the Internet and a secure printer. The BOARD shall provide first aid supplies in each building. Each teacher will be provided a universal precautions kit and the teacher will assume the responsibility for replacing used items from building stock.

Section D. The BOARD recognizes that it is desirable to provide special service teachers the needed privacy to carry out their responsibilities with individuals or groups of students.

Section E. The BOARD shall make available in each school: lunch room/lounge and restroom facilities exclusively for adult use. Where possible, another room, appropriately furnished, shall be reserved exclusively for use as a faculty lounge/lunchroom.

The BOARD shall make available in each school, space which shall be reserved as a work area, and which shall contain adequate equipment to aid in the preparation of instructional materials (e.g., three (3) hole punch, computers, printers, copy machine).

Section F. Every school shall have available for teacher use telephones and telephone lines on which long distance calls can be made. These phones shall be installed in locations other than administrative offices. Every school shall have at least one (1) telephone available for teachers' use where privacy may be insured.

Section G. Parking facilities shall be made available to teachers and maintained (and repaired) for their use separate from student parking. Conditions permitting, teacher parking lots will be plowed and salted before the teacher workday to prevent accidents. The BOARD reserves the right to free a portion of parking locations for election day or other emergency use. Where two (2) parking lots exist, one (1) shall be available for teachers and the other for students.

Section H. Uniforms, smocks, lab coats, and/or steel toe shoes shall be provided on an as needed basis for science, art, family life, vocational and industrial education teachers.

Section I. At the request of the building staff, vending machines may be installed in the faculty room provided that no alteration to the building is necessary. All financial and operational arrangements shall be the responsibility of the building staff.

Section J. The BOARD agrees to make every reasonable effort to provide substitute teachers. Teachers shall report unavailability for work for personal business days and sick leave days at least one and one-half (1-1/2) hours before their teaching day commences. When possible, the building principal will be notified prior to taking a personal business day(s).

It will be expressly understood that failure of a substitute to arrive on schedule or the inability of the BOARD to secure a substitute will be considered an emergency. No teacher at any level will be used as a substitute teacher unless it is a scheduled part of the total teaching hours, except in the case of emergency. Such emergency assignments will be rotated among qualified available personnel. Such substitution would be in the areas of certification as far as possible. During a teacher's scheduled student contact time, a teacher will not be assigned the responsibility for all or a part of another teacher's student load when another teacher is available for coverage.

In such emergency cases when a regular teacher has been assigned to substitute in another teacher's assignment during a conference/preparation period, or a period that would occur beyond a teacher's normal teaching day, the teacher shall be reimbursed at the rate established in Appendix B of this Agreement.

Except as otherwise provided below, or in an emergency situation, a teacher will not be assigned more than one (1) hour of such substituting per day nor will a teacher be paid for more than a total of one (1) hour per day of such substituting.

Elementary classroom teachers who miss one or more scheduled planning periods in one workday because of teacher absences will be compensated for each scheduled planning period missed.

If a secondary teacher is also assigned to substitute during his/her scheduled planning time, he/she will also be compensated for said missed planning time.

Compensation will be in half-hour increments (i.e., a teacher who substitutes for 30 minutes or less will be paid one-half hour, a teacher who subs for more than 30 minutes will be paid for one hour.)

Section K. Building emergency plans will be maintained in each building and will be made available to the staff.

ARTICLE XI—WORKDAY/HOURS

Section A. The BOARD recognizes the principle of a minimum continuous seven hour and 42 minute teacher workday. This time includes a duty free lunch. At the secondary level, no more than five (5) hours and 12 minutes will be required in the classroom supervision of students. This excludes passing time. At the elementary level, no more than six (6) hours in any workday and no more than 1573 minutes in any work week will be required in the classroom supervision of students. The seven hour and 42 minute teacher workday is under the direction of the Superintendent and is subject to the conditions of the remaining Sections of this Article.

The workday for a part-time teacher shall be prorated. Except as mutually agreed by the ASSOCIATION and the BOARD, no teacher employed for the regular day school program shall be required to report earlier than 7:00 a.m., nor remain later than 5:00 p.m. Any teachers employed specifically for assignment to programs beginning earlier or later than the regular day school program, or for partial assignment to such programs and partial assignment to the day school program, will begin the seven hour and 42 minute workday at such time as the BOARD deems necessary to discharge the duties of their specific assignments, such time assignments to be obligatory as long as the need for the assignment exists. Special consideration will be given to teachers employed full time on such programs as recognition that the hours occur at other than normal working times.

Section B. The normal weekly classroom teaching load for all teachers and specifically including media specialists, counselors, special education classroom teachers, and art, music, physical education, LMC, reading recovery, and learning disabilities teachers, shall include 1573 minutes for elementary and twenty-six (26) hours for secondary of teaching or supervised study or equivalent functions in specialized roles and five (5) periods for conferences, preparation of instructional materials and similar instruction-related activities. In the secondary schools, the twenty-six (26) teaching and supervised study hours would normally be divided into five (5) approximately equal periods per day. In addition to the above, teachers may be expected to spend some time in conferring with parents and/or students, supervising bus duty, homerooms, halls, and similar responsibilities. These additions may be either before or after the students' day, but shall be within the teacher's seven hour and 42 minute workday.

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

Elementary - In the elementary schools, the time prior to and subsequent to the regularly scheduled student day shall be used for conferences, preparation of instructional materials and similar instruction-related activities. In addition, each elementary teacher will be pro-

vided a minimum of one hundred and seventy-five (175) minutes per five (5) day week of preparation/conference time which is to be scheduled in meaningful units.

Elementary teachers shall be released from classroom supervision at such times as a special (art, music, physical education, LMC) teacher is with a particular class.

The building principal will be responsible for establishing an appropriate schedule and will involve the building staff in establishing an appropriate schedule. A minimum of 15 minutes of recess will be scheduled each day at the elementary level. This time will be counted as pupil instruction. In the event of inclement weather which may necessitate indoor recess, or other unusual circumstances, teachers may alternately monitor one another's classrooms in order to insure the appropriate relief periods for each teacher.

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

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

High School Day—The administration of each secondary building will determine the need for a zero hour or a 7th hour in order to accommodate the needs of the students to meet high school graduation requirements. Once class selections are determined, the staff from the department in which the zero hour or 7th hour class is offered will be provided information to determine staff's scheduling preferences. If no preference is indicated, a rotation schedule will be set up. No teacher will be required to teach in excess of the minutes and hours as indicated in this Article or teach more students than provided for in the Master Agreement. Teachers who teach the zero hour or 7th hour will have their workday schedules adjusted accordingly. Contractual adjustments not included in this section will be mutually agreed to by the parties through the Association/Board Committee monthly meetings.

Western Wayne Skill Center—Teachers shall have (60) minutes (or the length of the average high school class period) of preparation/conference time during the instructional day. This time can be scheduled or flexible, based upon student need and each teacher's unique classroom program.

The parties acknowledge that because of the unique special education population at the Western Wayne Skill Center, the demands on the teacher may occasionally preclude utilization of their scheduled preparation/conference time. When a student is in crisis and a teacher cannot take their preparation/conference time, the teacher will be reimbursed based upon the “emergency substitute assignment” rate delineated in Appendix B—Extra Duty Schedule. If a teacher misses more than four (4) planning periods in a week, the building administrator, teacher and ASSOCIATION will meet to explore alternative solutions.

Section C. Elementary teachers shall have a minimum fifty (50) minute duty-free lunch period, while secondary teachers have a minimum twenty-five (25) minute duty-free lunch period. The difference between elementary and secondary lunch time partially compensates for elementary teachers not having a regular daily conference or preparation period. It is understood that noon hour supervision by teachers in elementary schools will be compensated for as agreed under the salary provisions for extra-duty pay in Appendix B.

Section D. In the establishment of programs involving flexible schedules or other varying time blocks, maxima established in B above shall not apply, but such programs shall not be established without the mutual consent of the ASSOCIATION and the BOARD. Such programs shall be evaluated by May 1 of each year to determine further actions concerning such programs.

Section E. No departure from the above provisions, except in the case of emergency, shall be made without prior consultation with the ASSOCIATION.

Section F. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances, or situations which may threaten health or safety of students. In the event of emergency the ASSOCIATION will cooperate with the BOARD and the administration to deal with the situation.

Section G. Except on an emergency basis, faculty meetings will not be held on calendar dates designated as teacher workday or records days. Attendance at faculty meetings beyond the teacher workday can be required for no more than 60 minutes beyond the teacher workday in a given month. No more than 60 minutes may be distributed throughout any month in which teachers are in session (no more than a total of nine (9) sixty minute sessions totaling 540 minutes beyond the teacher workday in total throughout the school year with no accumulation of unused minutes from month to month) in conjunction with staff meeting time in order to provide meaningful blocks of collaborative time. Teacher attendance at such meetings (up to one hour beyond the teacher workday) may be scheduled once a month during each school year (a total of nine (9)). An attempt will be made to establish a fixed faculty meeting day in each school. Faculty meetings shall not be used for ASSOCIATION business; however, short announcements may be made by representatives of the ASSOCIATION. Extended staff meeting configurations may vary based on building preferences. The building administrator will work with the teaching staff to determine/revise meeting schedules based on building and/or district needs. Any scheduling must be in compliance with the above provision. Prior notice will be given.

Section H.

Elementary

In the fall of each year at the elementary level, students will be released in order for teachers to meet with parents to report student progress and behavior. Prior to the conferences, student report cards will be sent home. In addition, teachers will have a full workday prior to conferences. The individual conferences with parents will be scheduled within the teacher workday hours. When additional conference time is scheduled after school hours, teachers will be given an equivalent amount of compensatory time.

Secondary

When parent-teacher conferences are scheduled for the total building at the secondary level to report student progress and behavior, teachers will have a half workday prior to the conference time. When this conference time is scheduled after school hours, teachers will be given an equivalent amount of compensatory time.

Section I. In order to help meet the workday/work week hours for elementary teachers outlined above, the District will provide special subject area classes.

Section J. It is expressly understood that elementary art, music, physical education, LMC, Student Services and other special subject area staff will experience the same conditions of employment (including but not limited to duty free lunch, planning time, and appropriate travel time between buildings when required) as other elementary classroom teachers. These teachers will be involved directly in planning their schedules, when possible.

Section K. The workday/work week classroom supervision, scheduled preparation/conference time, and special subject area classes are subject to District finances and available facilities.

Section L. Secondary teachers who are scheduled to travel between buildings during a workday are entitled to adequate travel time, contractual duty free lunch, and contractual planning time in proportion to the number of classes that the teacher is assigned to teach. Teachers who start their workday at one level of instruction and finish their workday at a different level will have his/her workday adjusted in order to be in compliance with the required length of the teacher workday.

Section M. Part time teachers at both the secondary and elementary level will be required to participate in professional responsibilities including, but not limited to, school improvement/school accreditation responsibilities, professional development, parent-teacher conference responsibilities in proportion to the amount of time the teacher is assigned to teach. Teachers who are required to participate in professional development activities at times when the teacher is not scheduled or in excess of FTE allocation will be compensated for additional time spent engaged in extra activities. Teachers who travel between buildings will work with the building administrator from each building to coordinate scheduling of added responsibilities in order to prevent duplication. The ASSOCIATION will be notified by the teacher if extra assistance is needed by the teacher.

Section N. Student report cards will be due no earlier than at the end of one workday beyond the end of the marking period term.

ARTICLE XII - CLASS SIZE/MEMBER-STUDENT RATIO

Section A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed the following maximum class sizes and pupil-teacher ratios will be adhered to subject to District finances and the building facilities available. In the event of any disagreement between the representatives of the BOARD and the ASSOCIATION as to the needs and desirability of deviation from these class sizes, it may be processed through the Professional Grievance Procedure set forth in Article XXXII. The BOARD recognizes that the pupil-teacher ratio established here is not an optimum pupil-teacher ratio and will give improvements in this area prime consideration as the finances of the district may allow for improvements.

During the period of the Agreement, if finances permit, every attempt to restore programs lost due to budgetary cutbacks will be made.

1. Elementary

- a. 33.3 classroom teachers per 1,000 students (30.0-1) with kindergarten students counted as one-half (1/2) a student. Special teachers for art, music, physical education, LMC, special education teachers, media specialists, administrators, Elementary Student Assistance Providers (ESAP), reading recovery teachers, and other professionals at the elementary level who do not contribute to the reduction of class size shall not be included in computing the classroom teachers per 1,000 students. Maximum class sizes at the elementary level shall be thirty (30) in kindergarten, thirty-two (32) in grades one through three, and thirty-five (35) in grades four through six.
- b. Elementary Stipend – In the event of a one (1) or two (2) student overload resulting from a change in student population after the start of the school year, the DISTRICT shall have the option of providing paraprofessionals or paying the following class size overload stipend.

The classroom teacher will be compensated a maximum of \$375 per ten (10) week period and \$750 per semester for each student over maximum assigned to a classroom for more than one (1) week past the state count date, based upon five (5) hours of contact per day. This amount will be prorated if less than five (5) hours of contact per day.

Special area teachers at the elementary level who have class size overages will be compensated on a prorated basis

2. Secondary

- a. 33.3 classroom teachers per 1,000 students (30.0-1) for a five (5) hour day of classroom instruction for students.
- b. For teachers assigned to the individual school for full-time teaching duty, only five (5) hours may be included in computing classroom teachers per 1,000 students.
- c. Where the students normally have six (6) hours of classroom instruction, this number of classroom teachers shall be increased by one-fifth (1/5).
- d. Where the students normally have five (5) hours of classroom instruction, but students are in the building for a longer period of time due to the inability to schedule five (5) hours of instruction continuously, then additional staff shall be provided for supervision in study hall, resource centers or other areas where students may be assigned when not engaged in classroom instruction.
- e. In those state reimbursed block-time classes (Business-Vocational-Technical), class size will be the state recommendation for full funding. An additional two-tenths (2/10) teacher allocation per class will be made in each instance.
- f. Any time unusable for teaching duty resulting from deviation of student elections from expectations will be assigned to other instructional or student management duties. A faculty council or staff advisory council (if the staff so chooses) shall advise the administration in these decisions. If these disagree with the principal, the staff shall be made aware of the recommendations.
- g. The maximum number of students to be assigned an individual teacher, except in specially classified classes such as music, physical education, and study halls, shall not exceed one hundred sixty-five (165) in the secondary schools for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be thirty-five (35) times the number of teaching periods.
- h. The maximum number of students assigned to a given section of the above classes with the exception of the specially classified classes shall be thirty-five (35). Given sections of these classes shall not be smaller than nineteen (19) unless physical facilities, the most efficient use of personnel, or state or federal guidelines so dictate. Middle school general music and all secondary school physical education classes shall not exceed forty-five (45) students per class.
- i. In the event of half-days, except in specially classified classes such as music, physical education, and study halls, the maximum number of students assigned to a teacher re-

sponsible for forty-five (45) hours of instruction in a semester course regularly requiring ninety (90) hours of instruction shall not exceed two hundred (200) per week. Where no reduction has been made in the approved program of instruction during a single semester, the maximum loads for a full-day program shall apply. Exceptions required by an individual school program shall be mutually agreed to by representatives of the ASSOCIATION and the BOARD.

- j. In the event of half-days, except in specially classified classes such as music, physical education, and study halls, the maximum number of students assigned to a given class section, the instructional program for which has been reduced one-half (1/2), shall be twenty-four (24). Where no reduction has been made in the approved program of instruction during a single semester, the maximum class sizes for a full-day program shall apply. Given sections of these classes shall not be smaller than sixteen (16) unless physical facilities or the most efficient use of personnel so indicates.
- k. The maximum number of students in laboratory classes (Family Life: all foods and clothing classes except home and family classes; Industrial Technology: all woods, auto, metals, and graphics classes except drafting classes; Science: all science classes except general science in 7th and 8th grades), shall be thirty (30) except as these are further limited by the above for students on one-half (1/2) day sessions. Computer lab classes are exempt from the 30 maximum above.
- l. There are certain classes where the health and safety of students require smaller maximum class sizes than those listed above. The nature of the program where potentially dangerous equipment such as is commonly and regularly used in classes such as industrial education, for example, as well as the physical limitations of some facilities are indications that special consideration need be given. In those instances, the building principal, the department chairperson, and the Head Association Representative will review the situation. They will consider the nature of the program, the teaching methodology, the equipment used, the physical facilities and the impact of reducing the size of classes on the other aspects of the instructional program. In the event this group cannot agree on a maximum in that situation, the principal shall make a determination. This determination is subject to the grievance procedure and shall be processed immediately at Step II of the grievance procedure.
- m. Courses identified B Level, Physical Science, and Intermediate Algebra (as identified in the 2008-09 District Course Selection Book) shall not exceed twenty-five (25) students. If scheduled, classes capped at twenty-five (25) students in the 2007-08 school year will continue to be capped at twenty-five (25) students.
- n. In the interest of providing as equal a teaching load as possible, the BOARD will balance multi-section classes in approximately equal numbers of students as soon as class counts are known, and preferably before school begins, when possible.

- o. Secondary Stipend – In the event of a one (1) or two (2) student overload resulting from a change in student population after the start of the school year and/or student course selection in the advance placement classes or section m above in the secondary, the District shall have the option of providing a paraprofessional or paying the following class size overload stipend.
- p. The classroom teacher receiving the additional students will receive \$75 per student for each student in the class each ten (10) week period or major portion thereof. This provision does not apply to lab classes.

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

- a. Maximum class sizes and consultative loads shall not exceed the standards adopted as maximums or approved as waivers or deviations, by the Michigan Department of Education. All elementary students identified as EI, MOCI, EMI, LD, AI, SXI, or SMI will be counted as 1.5 Students on the regular teacher's classload. All secondary students identified as EI, MOCI, EMI, LD, AI, SXI, or SMI placed according to the IEPC into special education for half (1/2) a day or more will be counted as 1.5 Students on the regular teacher's classload. However, this provision (counting 1.5 for one) shall not violate any State and/or Federal special education regulation and/or requirement and shall not be utilized to deny a certified special education student placement in a general education classroom. This provision does not apply to any regular class which has an otherwise reduced maximum class size (e.g., lab, remedial). Further, this section shall not apply when a paraprofessional is assigned through the IEPC process to support the students. Any .5 fraction in the total count will be dropped. Examples: One (1) special education student would count as one (1), two (2) count as three (3), three (3) count as four (4), four (4) count as six (6), etc.
- b. Guidelines for Determination of Eligibility of "1.5 Weighted Count" of Secondary Students - The BOARD and the ASSOCIATION recognize that the needs of students eligible under the provisions of special education rules result in a varied instructional impact on both general and special education instructional situations. Therefore, consideration of establishing a "1.5 weighted count" for secondary students not covered by the provisions of Article XII, Section A (3) is provided.
 - (1) In addition to students eligible because of their assignment into special education for half (1/2) of their school day or more, an EPT [special education staff, social worker, psychologists, regular education classroom teacher(s), counselor(s), principal (assistant)] may authorize any other secondary student eligible as EI, MOCI, EMI, LD, AI, SMI, or SXI to be counted as 1.5 in the general education caseload of classes in which the student is assigned (excluding classes with an otherwise reduced class size maximum [e.g., remedial and lab classes]).

- (2) Determination by an EPT for such a “1.5 weighting” will be based on specified need(s) that serve as the rationale for such a decision. Factors to be considered will include:
- *identification of such potentially eligible students by 6th/8th grade special education teachers;
 - *variable that will specifically impact the general education classroom environment to which the student is assigned;
 - *or variables which will require an inordinate amount of general education teacher time.
- (3) When an eligible student moves from the elementary to secondary level the student will be counted as 1.0 student on the regular teacher’s caseload unless they are identified as EI, MOCI, EMI, LD, AI, SMI, or SXI and placed according to the IEPC into special education for half (1/2) a day or more or have been determined eligible for a “1.5 weighting” by an EPT as described above and 6th/8th grade special education teachers will identify such potentially eligible students. Determination for such a “1.5 weighting” may be made at an EPT at the exit level (6th or 8th grade) before the placement is made in the new level. Exit EPT meetings will also include the classroom teacher from the exit level and the special education teacher from the secondary level and the exit level.
- (4) When a student (who is assigned to special education for less than half (1/2) of their school day) has been determined eligible for 1.5 weighted count at a given level, this status is not automatically carried to the next level and when such a determination is made by the EPT, it could be reviewed and revised if appropriate.
- (5) The special education caseload manager from the secondary level and/or special education chair will be responsible for communicating the results of the EPT meetings described above to the necessary personnel in each building for scheduling purposes and processing the necessary paperwork with the offices of Student Services
- (6) Implementation of such a “1.5 weighting” as described above will begin with the semester following the EPT decision. Prior to weighting implementation, consideration will be given for additional support to classroom teacher, upon request by classroom teacher to building principal.
- (7) Special education staff and regular education instructional staff will work with the administrator, counselor, and/or scheduling office staff, to balance, to the extent determined appropriate, the assignment of students with special needs assigned to a given class or classroom.

- (8) This process is not intended to replace the IEPC where the programs and services designed to meet the individual and unique needs of eligible students are established.
- (9) Additional guidelines for the rationale which would be considered by an EPT to make the decision to count a student as 1.5 consistent with the above will be developed by secondary building staff as needed.
- (10) In cases when the class size limits as described in the Master Agreement are waived because of the implementation of Section A, Item 3 above, and the student will be immediately assigned to the class, the ASSOCIATION and BOARD will meet to discuss strategies to support the classroom teacher in a timely fashion.

Exceptions to the preceding in this Article may be made with the prior written approval of the ASSOCIATION and the BOARD.

It is expressly understood by the BOARD and the ASSOCIATION that the class size maximums herein imposed shall apply to extended school classes offered in the district for high school completion. Class size limits shall be imposed immediately after the fourth week of the beginning of such classes.

c. Co-teaching

- (1) In order to meet the Highly Qualified requirement of Federal Law, co-teaching arrangements may be necessary. In addition, co-teaching arrangements may be established to assist classroom situations where a large number of special education students (regardless of weighting factors) are assigned to a class.
- (2) ~~To the extent possible, co-teaching arrangements will be voluntary.~~ Teachers who are in co-teaching arrangements must meet the standards as established by the ESEA. The following steps will be taken when co-teaching arrangements are assigned to qualified teaching staff.

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

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

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

Section B. In the establishment of experimental education programs involving large group instruction or other organizational patterns with high pupil-teacher ratios, maxima established above will not apply, but such programs shall not be established without the mutual agreement, in writing, of the ASSOCIATION and the BOARD. The development of mutual consent for such programs shall include full discussion by the principal and staff, including representatives of the ASSOCIATION at the local building level. However, if an individual teacher is to receive a class load that exceeds the limits as set forth in this Article, that teacher's load may not be exceeded prior to the ASSOCIATION's written approval, followed by the teacher's written approval of the load excess. The approval may be revoked if further overloads are proposed and not agreed upon.

Section C. At the beginning of each school year, the ratio of pupils to counselors will be less than or equal to 350 to 1 at the middle school level, and less than or equal to 325 to 1 at the senior high school level. If a counselor is assigned additional students after the start of the school year, beyond the ratio(s) specified above (based on the official first membership) the counselor shall receive \$10 for each additional student. Under no circumstances shall the ratio exceed 375 to 1 for the middle school counselor and 350 to 1 for the high school counselor. For planning and budget purposes, the counselor ratio at the beginning of each school year will always return to 350 to 1 at the middle school level and 325 to 1 at the high school level.

~~Except as a condition of employment made prior to assignment or in group counseling, and in the absence of a full-time counseling position, counselors shall not be assigned classroom teaching, attendance, study hall or lunchroom responsibilities as part of their normal duties.~~

Section D. The BOARD recognizes the importance of Library Media Centers as part of the total educational program. The BOARD may require the secondary media specialist to work beyond the teacher year. Notification of additional work time will be given by the end of the school year for the following year. Payment for additional time will be on a per diem rate of the annual contract salary as set forth in Appendix A. Staffing of these centers shall be as follows:

Elementary

Each elementary school will have the equivalent of one (1) full-time media specialist.

Middle School

Each middle school will have one (1) full-time media specialist.

Senior High

Each high school media center will have a minimum of one (1) media specialist. The high school media specialist will not be primarily responsible for maintaining building computers, technology support and building level audio visual equipment. Clerical assistance may be available to the high school media center personnel.

Section E. With the agreement of the principal and those teachers whose class loads may be affected, any school may request approval of the Superintendent for the conversion of teaching positions to teacher aide positions. For the purpose of computing staffing ratios, two (2) full-time aides employed for seven and one-half (7-1/2) hours shall count as one (1) teacher.

Section F. When implementing a Middle School Program, the parameters below will be followed:

- Core academic teachers will be part of a team concept. Final team makeup will be determined by the building principals with confidential input from the staff.
- Each teacher will be provided with two planning periods a day during the student day. One will be used to work with team members and the other planning period will be used at the discretion of the individual teacher as provided for in the Master Agreement for individual planning time.
- The Prime Time program will be scheduled daily for no more than 20 minutes in length. Every effort will be made to keep the Prime Time class size at 20 students and under no circumstances will the class size exceed regular classroom class size limits as specified in the LEA Master Agreement for core academic classes. All full time teachers will be Prime Time teachers. The counselor will not be asked to be a Prime Time teacher because of possible role conflict. The curriculum/program delivered during Prime Time will not be an additional prep for the Prime Time teachers.
- All other provisions of the LEA Master Agreement relative to the Middle School level will be in effect unless otherwise referenced with this provision or through mutual agreement between the BOARD and the ASSOCIATION.

ARTICLE XIII - STUDENTS WITH SPECIAL EDUCATION NEEDS

Section A. The parties recognize that children having special physical, mental, emotional and/or medically related needs may require a specialized classroom experience and their presence in the classroom may place significant individualized expectations on the teacher.

Section B. Teachers are encouraged to make written referrals and/or request assistance for students who appear to need specialized assistance, accommodations or support to Student Services. Principals shall assist teachers in making appropriate referrals. Supportive personnel such as school social workers, psychologists, learning specialists, student assistance program staff, counselors, special education teachers, paraprofessionals and other appropriate personnel from the Department of Student Services will be provided within budgetary limits.

Section C. The parties agree that to be successful, the assignment of students with special needs may require necessary prior preparation of the teacher, students, and physical environment involved as required under American with Disabilities Act (ADA), the Individual with Disabilities Education Act (IDEA) and applicable law.

In order to insure the necessary preparation, the parties agree to the following:

1. A student with special needs will be defined as a student determined by an Individual Educational Planning Team (IEPT) to qualify for special education, a student with a Section 504 plan, or a student with an individualized health care plan.
2. When a student with special needs is assigned to a classroom, appropriate teacher participation and notification will occur. Such placement will have been determined appropriate by an Individual Educational Planning Team (IEPT), a Section 504 meeting, a meeting to develop an Individualized Health Care Plan, or other mandated procedures. Teachers will be involved in such meetings as appropriate. Under normal circumstances, an attempt will be made to schedule meeting(s) during the workday. If a meeting is scheduled during a teacher's class time, a substitute teacher may be provided.
3. The involvement of teachers in meetings to determine and establish programs and services for students with special needs will be consistent with applicable law and is a required professional responsibility. When such meetings run one (1) hour or more beyond the teacher workday and the teacher is required to attend this meeting, the teacher will be paid at the extended school services rate for said meeting. In addition, when meetings are scheduled more than twice a week during the teacher planning time within the student day, the teacher will receive compensation for missed planning time that is in the teacher's schedule at the extended school services rate as defined in Article X Working Conditions, Section J.

4. The assignment of a student with special needs to a classroom will comply with appropriate federal and state special education rules and regulations.
5. The BOARD will provide the involved teacher with materials and/or assistive devices necessary for the teaching of students with special needs, upon request and as determined appropriate. The BOARD will also provide ongoing support and training in order for the teacher to successfully use the materials and assistive devices that are provided.
6. Teachers, as part of a building-based team, may be required to perform health related procedures/services as mandated by the American Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA) and other applicable laws, so as to allow a student to benefit from his or her educational placement.

In accordance with such law and regulation, an individual health care plan shall be developed by the school staff for all students who are determined under such law and regulation to have medically related emergency procedure needs. Teachers will be included in the development of the health care plan.

Pursuant to the development of health care plans, the building based team will be provided training to perform any required procedure/service. In no circumstance shall a teacher be required to perform any procedure/service without having received training from the School District on such procedure/service. In addition, refresher training will be provided as determined needed by the teacher and/or administrator.

7. General Education classroom teachers will not be required to perform procedures/services such as catheterization, changing diapers, suctioning, tracheotomy, ostomy, except in an emergency situation.
8. In such an emergency situation, the teacher is required to notify the main office and make sure that 9-911 has been called if needed. An emergency plan should be formed by the school staff for all students who have medically related emergency procedure needs.

Section D. In cases where the general education teacher or the special education teacher or staff from Student Services needs additional assistance, a collaborative problem solving process will be in place for a teacher to access district support when concerns regarding, but not limited to the role of the classroom teacher in the building based team process, training, management of classroom responsibilities, student medical needs and/or other health/instructional concerns arise.

In these situations, the teacher will discuss the concern with his/her administrator. If the concern cannot be resolved at the building level, the Teacher Support Request Form will be filled out and forwarded to the Administrator of Student Services. The concern will be addressed within 14 workdays. Support for the teacher and situation may take the form of additional training, consultation, observations, data collection and/or assignment of personnel (temporary and/or permanent) dependent on the level of the need of the student.

Upon receipt of the Teacher Support Request Form, the Association will contact the Department of Student Services to discuss the resolution of the concern. If necessary, as a follow up to the initial request, a committee will be formed to further address and resolve the concern. This committee will be comprised minimally of the impacted teacher, an appropriate building administrator, an ASSOCIATION representative, an administrative representative from the Department of Student Services, and other members deemed appropriate for any given circumstance. This committee will initiate a complete evaluation of the situation and assure that appropriate agreed upon action to resolve the situation is planned and/or taken within 20 school days after the Teacher Support Request Form is received by the Department of Student Services.

Section E. When the Wayne RESA Plan for the Delivery of Special Education Programs and Services, alternative special education programs, is developed and granted with some aspects different from Michigan Revised Administrative Rules for Special Education (MRARSE), the Association shall be so notified.

ARTICLE XIV – BOARD SUPPORT OF STUDENT DISCIPLINE

Section A. It is the aim of the BOARD OF EDUCATION, administration, and instructional staff to promote, through its policies and regulations, the highest possible standard of conduct and an atmosphere for good instruction. All existing policies and regulations governing student discipline will be compiled and incorporated in the teacher handbook, which shall be made available to all teachers. All participants in the educational system will maintain high standards of conduct, behavior, and school achievement for all students. Development of good habits in citizenship and conduct as individuals requires a consistent, calm atmosphere which will promote the individual and group learning process.

Section B. It is the responsibility of the total building staff, including teachers, to uphold the District Discipline Policy and maintain a school wide climate that supports good instruction.

Section C. It is the responsibility of each teacher to maintain discipline and a climate for good instruction in each classroom. Further, it is the teacher's responsibility to deal justly and considerately with each student.

Section D. The Superintendent and the Central Administrative staff will support building administrators and teachers as they use reasonable disciplinary measures in accordance with the policies and regulations of the Board of Education.

Section E. After exhausting all avenues reasonably expected of a teacher in maintaining discipline in accordance with the policies, regulations, and procedures established by the school district or the building, a teacher may refer and/or send to an appropriate administrator a student who is causing disruptions, threatening the safety of the students or teachers in the classroom, and/or violating BOARD or building policies and regulations. The teacher and administrator shall communicate the necessary information regarding the problem including its disposition.

Each school shall develop appropriate guidelines for teachers in the handling of discipline problems and providing for adequate communication between the teacher and the administrator. Suspension of a student from school may be imposed only by a principal or his/her designated representative. To insure the cooperative process described herein, it shall be the philosophy of the district that in all buildings having more than one administrative person (principal and assistant principals), at least one (1) shall be in the building and directly available for disciplinary support to teachers throughout every school day.

Section F. A teacher may use such force as is necessary as protection from physical attack by a student, or other person, in pursuit of the teacher's employment or to prevent injury to another student. Any-

time a teacher finds it necessary to use such force, the teacher shall immediately report this to the immediate supervisor whether or not the teacher considers this to be necessary to protect the teacher or a student.

Any case of assault upon a teacher will be promptly reported to the building administrator. The building administrator will communicate each incident to the BOARD. The BOARD will advise the assaulted teacher of his/her rights and obligations with respect to any such assault.

Section G. Time lost by a teacher as a result of an assault will not be charged against the teacher unless the teacher is found guilty by a court of law.

ARTICLE XV - PROFESSIONAL RESPONSIBILITY

School Improvement/School Accreditation

Section A. It is agreed by the BOARD and the ASSOCIATION that teaching, by the very nature of the task, cannot be analyzed or circumscribed in finite limits of time, and that some teacher responsibilities cannot, by their very nature, be fulfilled during the teacher's regular workday. Direct contact with students comprises the fundamental responsibility of teachers. It is recognized that learning is not limited to the physical limits of the classroom, and that teachers have a responsibility for mental, physical, and emotional growth of students at all times that school is in session, including those extensions of the normal school day and other school activities as are set forth in the remaining sections of this Agreement, except as these responsibilities are limited by this Agreement.

Section B. The parties agree in continuous improvement efforts if the District is to achieve the goal of success for all students. It is the responsibility of every teacher to participate in the District and building level school improvement/school accreditation efforts. Teachers will be expected to assist in the development of building goals, teach the District core curriculum for their assignments, implement research based best practices that align the student goals and objectives, collect and use student assessment information to monitor and adjust instruction to meet student needs, evaluate and report student progress, and meet requirements prescribed by state law. The District is committed to supporting the building school improvement/school accreditation efforts. District time bank for release time as provided for in Article XVIII Section C. will be available for each building to support staff members taking on leadership roles in the area of school improvement/school accreditation.

Section C. The ASSOCIATION and the BOARD support the concept of site based decision making as a joint planning and problem solving process between staff and building administration. Through this process the participants seek to improve the quality of life in the school and the delivery of quality education. Individuals responsible for the implementation of a decision at the building level are actively and legitimately involved in making the decisions. The mechanism through which these decisions/activities take place is the school improvement /school accreditation planning process.

1. Decisions made through the school improvement/school accreditation process will not conflict with the Master Agreement. In the event a plan requires deviation from the Master Agreement, the deviation must be submitted in writing to the District Council on Instructional Issues (DCII). Before the Master Agreement deviation is proposed to the DCII, the building making the recommendation for the change will communicate regularly with all staff members during the planning process and show a willingness by a majority of the staff to move forward. The deviation must be written up and separately approved by the ASSOCIATION and the District.

2. Participation in the school improvement/school accreditation process is considered a responsibility of every teacher. Membership on the school improvement/school accreditation team or on building level subject area/grade level school improvement committees will be formulated at the building level. In determining committee assignments considerations will be made for grade level/subject areas, probationary and tenure status, number of subject area preparations (secondary level), full time and part time teacher schedules and traveling teacher responsibilities in multiple buildings. Teachers will not be assigned to more than one school improvement/school accreditation committee. Teachers may volunteer for additional committee involvement.
3. Building administrators may determine the meeting schedule for the school improvement steering committee. Other school improvement/school accreditation committees will determine their own meeting schedule. This does not preclude the principal from requiring committees to meet during scheduled staff meetings. The time allocated to each teacher in the form of release time in the student day will be used primarily for the planning responsibilities of the teacher. In the case of essential functions which cannot be scheduled at another time, the teacher may be required to meet during those times.
4. As long as release time is provided for the secondary school improvement chairperson, each elementary building will be allocated three (3) days of time bank time per year to be used for school improvement leadership. The District will provide each elementary school with a bank of days (32) to be used to support staff members taking on leadership roles in the areas of school improvement/school accreditation. This time will be in addition to the time bank assigned to the building.

Additional Professional Responsibilities

Section A. Evening Activities: In some instances, activities other than direct student instruction are requisite to the operation of the regular school program. Guidelines for teacher involvement beyond the school day include the following:

1. Teachers must be used in an active role to carry out the activity.
2. Teachers will be involved in planning the activity.
3. Teachers will have an opportunity to volunteer for participation.
4. If there are not enough volunteers for activities and the activities are not specific to a teacher's particular job assignment, teachers will be assigned to that activity based on reverse seniority and on a balanced assignment concept. Teachers will have the ability to arrange with another teacher to fulfill the assignment.

Illustrative of these activities are the following:

1. Commencement.
2. Honors Night.
3. Parent and student conferences to report and evaluate pupil progress.
4. Conferences with other teachers and administrators regarding students.

5. Research, development and evaluation of programs, including accreditation.
6. Participation in curriculum planning and activities.
7. Committee assignments to improve the educational program at building and system level.
8. College and career night.
9. PTA or parent club meetings.
10. Program orientation meetings for parents directly related to the assignment of the teacher.
11. Parent Information Sessions.*

*Parent Information Sessions may not necessarily require the attendance of the entire staff; however, up to three (3) activities designated as Parent Information Sessions could be required of each staff member. It is understood that if a teacher attends high school commencement up to two (2) activities designated as Parent Information Sessions could still be required. Additionally, evening activities specifically related to a teacher's job assignment could be required. Finally, teachers employed for portions of the year will fulfill their evening commitments in proportion to their time on the job.

Failure to follow the procedures above is basis for a grievance.

Section B. A Teacher Advisory Council shall be formed in each building, if the staff so chooses, to advise the principal on matters of general school concern. The structure may vary to suit the building needs. In smaller schools it may include all staff members, but, in larger schools representatives may be elected by the total staff. This election shall be conducted by secret ballot. The Teacher Advisory Council shall meet to review and discuss mutual concerns and make recommendations for their solution. Meetings of the Teacher Advisory Council and the principal shall be held at least once per semester. For the Teacher Advisory Council to function effectively, recommendations must be given due consideration in decisions that are made.

Section C. An additional responsibility, related to instruction and the broad professional role of teachers, is the voluntary sponsorship of club activities. Since the potential value of such an activity can only be realized through the enthusiastic leadership of the sponsor and the interested participation of the students, such clubs will be initiated only when such student interest exists and when there is a qualified volunteer to sponsor the activity. Such necessary conditions and any other requirements must be approved by the principal prior to the initiation of the club.

All teachers shall be given the opportunity to indicate interest in club sponsorship during the first few weeks of school in the fall and during the following May and June. The purpose of providing this opportunity to indicate interest is to facilitate the planning for clubs.

When creating a club or filling a vacancy in an established club, preference will be given to a qualified Livonia Public Schools teacher if the sponsorship carries a financial stipend.

ARTICLE XVI - DISTRICT COUNCIL ON INSTRUCTIONAL ISSUES

A joint committee of LEA leadership and the Superintendent's cabinet will meet on a monthly basis to discuss educational matters of the district. Representatives of the Superintendent's cabinet will be the Superintendent and four additional members of the cabinet appointed by the Superintendent. Representatives of the LEA shall be the LEA president and four additional persons in leadership positions with the LEA, appointed by the LEA president.

ARTICLE XVII - CURRICULUM DEVELOPMENT/PROFESSIONAL DEVELOPMENT

I. CURRICULUM STUDIES

Section A. Specific areas of the curriculum to be studied shall be determined by the staff of each building for building-centered curriculum studies, and by the appropriate systemwide committee or group for system-wide studies.

Section B. Systemwide curriculum committees composed of at least five (5) teachers and at least one (1) administrative representative may be created to study and make recommendations regarding the instructional program. Such committees may be organized on a grade level or on a subject matter basis, or both, and should be representative of as many schools as possible. Such committees shall report directly to the appropriate administrator and shall provide copies of their reports and recommendations to the District Council on Instructional Issues.

Section C. The administrator responsible for allocating the available conference attendance funds may reserve a percentage of the fund to allow teacher members of systemwide curriculum advisory committees to attend meetings related to the area of interest.

Section D. The parties recognize that any experimental or innovative program should be piloted and evaluated in writing by the participants prior to implementation. Copies of the written evaluation shall be submitted to the appropriate administrator and copies forwarded to the District Council on Instructional Issues.

Section E. The BOARD will make every reasonable attempt to provide appropriate materials and training necessary to begin a given program before the new programs are implemented. The BOARD will make every effort to provide continued appropriate support and training while a program is being fully implemented.

II. PROFESSIONAL DEVELOPMENT

Section A. The parties support the principle of continuous training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

Section B. Teachers shall be required to attend professional development days as scheduled on the District calendar in the Master Agreement. Buildings that propose a different configuration to create professional development time, that is contrary to the Master Agreement, to establish either additional professional development time or to create professional learning communities will follow the parameters as outlined in Article XV – Professional Responsibility, before the plan is implemented.

Section C. The BOARD will provide opportunities for both building/department level and District level professional development. Building level teachers will work with their school improvement/school accreditation committee(s) to determine what professional development activities need to be scheduled and the best time for the sessions to take place. Special area teachers at the elementary and secondary level along with Student Services personnel may work within their departments to develop professional development opportunities appropriate to their needs, and will work with the building administrator to determine their attendance at these sessions.

Beginning in the 2006-2007 school year and as long as state law permits, the teachers will be responsible for attending six (6) hours of professional development. Three of the six hours of professional development will be approved by the teacher's administrator. The District will provide opportunities for all staff to attend professional development activities. Professional development will be outside of the teacher day (and additional compensation will not be required).

Each building will provide three of the six professional development hours indicated above. Teachers will generate Professional Development topics based on teacher instructional needs. Special area staff will have opportunities to work with department chairs/leaders to develop meaningful professional development ideas. The three hours of time needed to complete this building based professional development may be configured to fit the needs of the building based staff and will not exceed a total of three (3) hours. It is the expectation that teachers will participate in the building based professional development opportunities.

All teachers will be responsible for making certain they obtain the six (6) hours. Teachers who miss any of the three (3) hours of building based professional development are still responsible for meeting the six (6) hour requirement.

Teachers who are assigned part time or who work for a partial year because of extended illness or leave time will be responsible for fulfilling a proportion of the six (6) hour requirement.

Beginning in 2013-2014, these six (6) hours will be placed on the school calendar, and will be scheduled as a full day on the second day of the midwinter recess. Three (3) hours of professional development will be provided by the District, and three (3) hours will be provided at the building level.

Section D. At the request of the ASSOCIATION or on the BOARD's initiative, arrangements may be made for teachers to attend after-school courses, workshops, conferences, and programs designed to improve the quality of instruction, introduce new curriculum initiatives, and support building based school improvement/school accreditation goals. Required sessions will be scheduled during designated professional development days, staff meetings or release time. Sessions scheduled after school may be compensated at the after school in-service training rate according to Appendix B. When a teacher is unable to attend after-school sessions where essential material and information is distributed, the BOARD will provide the material and/or information upon request.

Every effort will be made to obtain people of the highest qualification to participate as consultants or resource people in such activities. The BOARD may provide, as a condition of employment prior to the hiring of a teacher, that attendance of certain after-school in-service training activities be required.

Section E. All buildings and divisions shall be allocated a time bank equal to seventy-five hundredths (.75) day per teacher for the year. In addition, there shall be allocated 100 days to be used on a systemwide level.

When a school has a need which cannot be met with this allocation, a teacher advisory council may recommend that the principal apply to the appropriate director for additional days which may be available from the bank of 100 days, or because other schools do not have the need for their total allocation during that year. Days unused or uncommitted by April 15 shall be available for general use by request of the appropriate director. This bank is provided so that the following activities may occur in any combination. Principals, with the advice of their staffs, shall provide the appropriate director with a plan for the use of this time bank. Where appropriate, the director will coordinate dates and resources, and approve the plans.

1. Teachers may be approved for the express purpose of visiting other schools to observe specific programs in the teacher's teaching area or a related teaching area.
2. Teachers may be approved to attend state, regional and national conferences which have a direct relationship to their teaching area or to local curriculum studies in which they are participating. Toward this end, there shall be posted in each building as early as possible in the school year as complete a list of educational conferences as can be compiled cooperatively by the BOARD and the ASSOCIATION. A special area in each teacher's lounge shall be designated specifically for such postings. Additional postings of conferences may be made during the year by either the BOARD or the ASSOCIATION as information becomes available.
3. Substitutes may be employed to provide time to enable principals, department chairpersons, or instructional materials and assessment representatives to work with teachers, to permit teacher groups to do intensive planning, or to permit teachers to engage in other improvement efforts as may be determined cooperatively by the principal and teaching staff of each building, or by agreement between administrators and groups of teachers with common interests, for such activities by area or systemwide groups.
4. Conference attendance during non-school time shall be available to teachers through the use of substitute time bank conversion. The substitute days may be converted to an equal dollar amount to pay the teachers at the in-service rate established in Appendix B to perform these activities at a time other than the normal teacher's workday.
5. Every effort will be made to provide teachers with an equal opportunity to apply for the use of time bank days. How each time bank day is used within each building and by whom will be made available in the principal's office to the head ASSOCIATION representative.

Section F. The BOARD and the ASSOCIATION recognize the right for voluntary participation by teachers in in-service activities, and similar professional tasks.

III. GRANT COMMITTEE

The \$120,000 LEA Grant money will not be available for the 2011-2012 and 2012-2013 school years except as provided below.

In the spring of 2012, the parties will meet to determine whether part or all of the LEA Grant money will be available for the 2012-2013 school year.

ARTICLE XVIII - DEPARTMENT CHAIRPERSONS/ELEMENTARY REPRESENTATIVES/SCHOOL IMPROVEMENT CHAIRPERSONS

Section A. Secondary Department Chairpersons

1. Department chairpersons in the secondary schools shall exercise those duties outlined in the Secondary Department Chairperson Job Description dated September 12, 1999 or as may be revised in accordance with this Agreement. Qualifications and method of selection of department chairpersons in both middle and senior high schools shall be in accordance with established BOARD regulations.
2. Department chairpersons shall be selected for the following departments provided a qualified person is available in the building.
 - a. Senior High: Visual and performing arts, vocational and life skills, counseling, language arts, world language, mathematics, physical education, science, social studies, and special education.
 - b. Middle School: Language arts, social studies, mathematics, science, and special education.
3. Department chairpersons shall receive compensation in accordance with Appendix C.
4. The appointment of a teacher to the position of department chairperson shall be for a term of three years and subject to annual review.
5. In addition to the teacher allocation in Article XII, Section A-2, each senior high school shall be allocated a minimum of .4 teacher per 1,000 students and each middle school shall be allowed a minimum of .7 teacher per 1,000 students to be used for released time for department chairpersons or other leadership functions by teachers.

The Faculty Council will work in cooperation with the building administrator to determine how this time is used.

Section B. Elementary Leadership Support for School Improvement

Additional support in the form of a bank of 32 days will be allocated to each elementary building to be used to support staff members taking on leadership roles in the area of school improvement/school accreditation.

Section C. Elementary Literacy and Math Leaders

1. One (1) literacy leader and one (1) math leader shall be selected from each K-4 elementary school. These teachers shall have the responsibility for developing and communicating the District's literacy and mathematics initiatives and programs to the teachers at their school, facilitate communication in these curriculum areas between the District and the teachers at their school, and provide support to the teachers in these curriculum areas.
2. Two (2) literacy leaders and two (2) math leaders shall be selected from each 5-6 elementary school. In addition to the responsibilities outlined in No. 1 above, these teachers shall be responsible for the supervision of instructional and assessment materials.
3. The appointment of a teacher to the position of literacy leader or math leader shall be for a term of three (3) years and subject to annual review.
4. Literacy leaders and math leaders shall receive compensation in accordance with Appendix C.

Section D. NCA/School Improvement Chairpersons

1. One (1) NCA/AdvancEd/School Improvement (SIP) Chairperson shall be selected from each school. The SIP Chairperson shall work with the school administration and the school faculty to develop and implement the school improvement plan and shall assist the school administration in the completion of related state reports.
2. The appointment of a teacher to the position of NCA/AdvancEd/School Improvement Chairperson shall be for a term of three (3) years and subject to annual review.
3. The NCA/AdvancEd/School Improvement Chairperson shall receive compensation in accordance with Appendix C. It is understood that if a NCA/School Improvement Chairperson receives release time equivalent to 0.2 FTE, there is no additional stipend provided.

ARTICLE XIX - INSURANCE/FRINGE BENEFITS

Section A. Pursuant to the authority set forth in the Michigan School Laws, the BOARD agrees to contribute for each teacher who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter prescribed.

Teachers may, on a yearly basis, take advantage of a choice of one of the two following plans of health care and life insurance under the current program.

PLAN I

Except for the employee contribution outlined below, the BOARD shall contribute one hundred percent (100%) toward the payment of monthly premiums for Preferred Provider – Network Plan which shall as a minimum include all coverages provided in the medical-hospitalization plan in place under a Community Blue PPO Plan I, as per agreement on May 25, 2005. Effective January 1, 2014, the coverage provided, replacing all other health insurance plans previously offered under this Article, shall be the MESSA ABC Plan I. Also effective January 1, 2014, the BOARD shall contribute an amount toward the payment of monthly premium amounts for the MESSA plan in effect on January 1, 2014 less the employee contributions outlined below. The BOARD contribution will increase each July 1 only if there is a MESSA premium increase, and in an amount not to exceed the inflationary rate as defined in PA 152 for the previous calendar year. Any premium increase in excess of that amount will be borne by the employees, and added cumulatively to their employee contributions outlined below.

Teachers receiving PLAN I health insurance coverage shall contribute to the cost according to the following:

Single Person Coverage:	\$ 83 per pay (20 pays)
Two (2) Person Coverage:	\$165 per pay (20 pays)
Family Coverage:	\$197 per pay (20 pays)

Teachers less than 1.0 FTE equivalent shall have these contributions prorated according to FTE status.

Contributions will be on a pre-tax basis.

These contributions shall not apply to Young Fives teachers and Shared Time teachers.

The BOARD shall contribute full premiums to provide life insurance of \$30,000 AD-D for the term of this LEA contract. Dependent life insurance shall be provided for the spouse in the amount of \$5,000 and \$2,500 for each dependent child.

PLAN II

The BOARD shall contribute full premiums to provide term life insurance of \$45,000 for the employee, \$5,000 for the spouse, and \$2,500 for each dependent child for the term of this LEA contract.

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

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

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

Section D. The BOARD shall make payment of insurance premiums for each teacher to provide insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Section E. The Preferred Provider Network Plan shall reflect:

1. The existing voluntary HMO Plan for major medical coverage which may be terminated at the school district's discretion at any time during the life of the contract if ten (10) or fewer members are enrolled in the program. No member can opt for this health care plan after June 15, 2011. Current members in the HMO plan can move to the Community Blue PPO 1 plan.
2. The following co-pay and deductible amounts are based on in network rates as described in the Community Blue PPO I plan:
 - a. 100% coverage for hospital and medical coverage (in network)
 - b. \$0 deductible for individual in network
\$250 deductible for individual out of network
 - c. \$0 deductible for two persons or family in network
\$500 deductible for two persons or family out of network

3. This plan includes a prescription co-pay of \$5.00 generic, \$20.00 formulary and \$40.00 on nonformulary brands. Members on HAP will have a \$5.00 prescription co-pay on all formulary brands.
4. Hospital emergency room visit is \$50.00 co-pay that is waived upon hospital admission or due to accidental injury. Office visits and urgent care visits are \$20.00 co-pay (in network) and 80% after deductible for out of network. Ambulance services for medically necessary are 100% covered both in and out of network. Chiropractic visits are a \$30 co-pay. In network office visits that are billed as preventative service are not subject to the co-pay.
5. Mammogram screening with no age restrictions (one per calendar year) is covered 100% in network and 80% out of network after deductible.
6. Prostate Specific Antigen (PSA) test coverage (one per year) for members who are age 40 or older is covered at 100% with in network providers. It is not covered by out of network providers.
7. Fecal Occult Blood screening and the Flexible Sigmoidoscopy exam are covered 100% (one per year) with in network providers. These are not covered by out of network providers.
8. A Mental Health Rider that will provide 80% coverage with in network providers.

Effective January 1, 2014, all provisions of this Section will be replaced and superseded by the provisions of the MESSA ABC Plan I as outlined in Appendix H. The BOARD will fully fund, at the beginning of each calendar year, a Health Savings Account in the amounts of \$1,250 for a single contract, and \$2,500 for a two-person and family contract which match the deductibles for the MESSA ABC Plan I.

Section F. Dental Plan

1. The BOARD will pay the premiums and provide for each employee a family dental insurance plan. This plan will provide a benefit level of 80% Class I and 80% Class II.
2. The BOARD will provide Class III benefits for eligible dependent children to age 19. The benefit is at an 80% co-pay level with a dollar benefit lifetime limit of \$800 per eligible dependent.

Benefits are defined as follows:

- a. Class I—Basic dental services—to include basic dental services for major corrective and restorative procedures; i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, necessary gold crowns, jackets and fillings, oral surgery (primarily extractions), endodontic and periodontic services.
- b. Class II— Prosthodontic Service—bridges, partial and complete dentures.
- c. Class III—Includes procedures for the prevention and correction of malposed teeth (orthodontics).

3. Contributions shall begin, in the case of new enrollees, at the beginning of the insurance month immediately following the time they begin their duties, provided, however, the employee submits the necessary application documents.
4. The plan year goes from January 1 through December 31.

Section G. Vision Care Plan

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

Section H. The BOARD shall provide ASSOCIATION members the right to benefits of the MEA Financial Services Programs and the NEA Tax Deferred Annuity Programs on payroll deduction. The District will meet and advise the Association of any plan changes as determined. Payroll deduction for other tax deferred annuity programs as allowed by IRS 403b regulations shall be allowed by the BOARD upon designation of intent on the part of a minimum of 100 teachers.

Section I. The District shall make every effort to transfer funds for all annuities from the District to the available annuity companies within one (1) week of the date upon which the deduction from pay is made.

Section J. All part-time employees shall receive prorated benefits.

Section K. Health, life, dental, and vision benefits as outlined in this Article shall be discontinued at the end of the month in the case of an unpaid professional or personal leave under Article XXII except as otherwise provided under applicable COBRA regulations.

Section L. The BOARD may take any actions in compliance with PA 152, and payroll deductions are authorized for this purpose.

ARTICLE XX - DAY CARE PROGRAM

1. The BOARD agrees that Livonia Public Schools teachers will have access to any day care programs operated by the District.
2. The operation of any day care center will be governed by rules and regulations as to age, time of operation, admission, fees, etc.

ARTICLE XXI - ILLNESS/MATERNITY/BEREAVEMENT/PERSONAL BUSINESS DAYS

Section A. Coverage

1. All teachers shall be provided sick and personal days in accordance with the following provisions. Teachers shall be provided with twelve (12) annual leave days per year for the purpose of personal illness and disability. These twelve (12) days will be added to each teacher's sick leave bank at the beginning of each year. A teacher working less than a full school year, or working part time shall receive their annual sick and personal business days on a prorated basis. It is expressly understood that the annual days may also be used for family illness. Upon return to duty following an absence, teachers shall complete the employee absence verification form available in the school office.
2. Those teachers who are granted tenure status by the Board of Education and whose effective dates of tenure are on or after August 23, 1996 shall receive an additional ten (10) sick days added to their sick banks.
3. Unused sick days and personal business days shall be cumulative from one year to the next year and shall be added to the teacher's sick leave bank as sick days. Sick days taken in excess of the twelve (12) annual days shall be deducted from the teacher's sick bank.
4. Three (3) days per year from the teacher's leave bank may be used as personal business days at any time for any reason, except immediately prior to or immediately following any recess period lasting longer than five (5) school days. Teachers are not required to ask permission for a personal business day unless the three (3) personal business days are taken consecutively. Additionally, district-wide, teachers (as a group) will be limited to taking no more than 25 personal business days on any date. This daily limit may be increased at the discretion of the District.
5. Teachers who need additional personal business days beyond the three (3) days previously allocated, must submit a written request to the Director of Human Resources or his/her designee. If granted, accumulated sick leave days will be converted. Each request will be considered on a case by case basis. When the additional sick leave to personal leave conversion is not granted, days can be taken as unpaid time.

Those who, by their practice and the dictates of their religion, need added days for religious observances shall request such days from the Human Resources Office no later than the end of the third week in September. When available, sick leave days will be converted to cover this time off.

6. In the event a teacher is ill or disabled and unable to work, the teacher shall provide written certification substantiating the need for the absence periodically and as may be reasonable at the

BOARD's request. The BOARD may require medical examination by a physician or clinic in which case the cost will be borne by the BOARD. The BOARD will provide a list of physicians or clinics from which the teacher may select.

7. For any absence which exceeds three (3) consecutive school days, or in the event there are questionable absences on the part of an individual teacher, the teacher shall, upon request, provide the office of the Director of Human Resources with written certification substantiating the need for such absence. Such certification may be requested from a qualified physician.
8. Only in emergencies may leave days be taken under the provisions of this Article on the last two (2) days of school or the day immediately preceding or following a recess/holiday. Any use of leave days under this emergency provision must be approved by the Superintendent of Schools or his designee in advance, if at all possible. When prior notification is not possible, upon request, the teacher will supply the District with an explanation upon return. Explanations could include a note from a physician, documentation on a family emergency or documentation concerning a travel issue, etc.

Section B.

At the time of retirement, the employee will be compensated at the rate of \$10.00 per day for unused days in the employee's sick bank. In addition, if the employee notifies the BOARD of his/her intention to retire at least one full semester prior to his/her date of retirement and retires at the end of the school year, the employee will be compensated an additional \$40 per day for each unused sick day over 150 days.

Section C. Family and Medical Leave Act (FMLA)

In accordance with the Family and Medical Leave Act (FMLA) of 1993, the BOARD will grant a leave of absence for one or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.
5. Military leave(s) as described in Sections D and E.

As of February 2008, an employee who is the spouse, son, daughter, parent or the next of kin of a covered service member can take up to 26 weeks of FMLA leave during a single twelve (12) month period to care for the injured service member. The same eligibility requirement applies for employees requesting a leave under this category. Regulations as established by the Department of Labor will be followed when granting leaves under this provision.

FMLA leaves are only available to employees who have been employed by the BOARD for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period. Note: To establish qualifications for FMLA leave, 12 months of employment and all previous employment periods during the previous seven years must be considered. An employee can also establish qualifications for FMLA leave by including up to 12 months of previous employment. A full time teacher works more than 1,250 hours in a regular school year. Summer months have no impact on this calculation. Leaves under (1) or (2) above may start in the spring of one school year and finish in the start of the new school year. The twelve weeks of FMLA time can overlap two school years. These leaves are also possible to start at the first day of the new school year if the birth or adoption occurred over the summer. In the event of a leave denoted as (1) or (2) above, the leave may be extended after the FMLA to a child care leave until the end of the school year. Thereafter, upon request, the child care leave may be extended for one (1) additional full school year.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. In the event of a leave denoted as (4) above, the leave may be extended such that the total time on leave does not exceed one (1) year.

An employee's failure to return from leave at the designated time will be conclusively presumed as an abandonment of his or her employment. An employee requesting a FMLA leave must provide the Director of Human Resources at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

When a leave denoted as (1) through (3) above is granted, the employee must utilize all accumulated annual leave days, after which time, the leave is unpaid. Short term disability coverage, if purchased by the employee, covers the first six or eight weeks after the birth of a baby during the 12 weeks of FMLA time under (1) above. (Six weeks for normal delivery, and eight weeks for caesarean section.) Short term disability does not apply for adoptions. Once short term disability coverage ends, leave days begin followed by unpaid days if leave days are exhausted. When a leave denoted as (4) above is granted, the employee must utilize his or her accumulated leave days until he or she becomes eligible for benefits under the long-term disability program.

When a leave denoted as (1) through (4) above is granted, the BOARD will continue to provide an employee's medical, optical and dental insurance on the same terms and conditions as prior to the leave for the longer of (a) twelve (12) weeks, or (b) when the employee ceases utilization of his or her accumulated annual leave days.

An employee on leave shall not engage in any outside or supplemental employment.

Leaves denoted as (3) or (4) above must be supported by medical certification from a health care provider stating (a) the date on which the serious health condition commenced, (b) the probable duration

of the condition, (c) the appropriate medical facts, and (d) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The BOARD reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the BOARD concerning any information within the medical certification.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The BOARD may condition the employee's return to work upon a fitness for duty examination and approval by a health care provider designated by the BOARD.

The BOARD may recover insurance premiums paid while an employee was on an unpaid leave under the FMLA if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, subject to the following:

1. When an instructional employee begins a FMLA leave more than five (5) weeks before the end of a term, he/she must continue taking leave until the end of the term if:
 - a. the leave lasts at least three (3) weeks; and
 - b. the employee would otherwise have returned to work during the three (3) week period before the end of the term.
2. When an instructional employee begins a leave for a purpose other than the employee's own serious health condition during the five (5) week period before the end of a term, he/she must continue taking leave until the end of the term if:
 - a. the leave lasts more than two (2) weeks; and
 - b. the employee would otherwise have returned to work during the two (2) week period before the end of the term.
3. When an instructional employee begins a leave for a purpose other than his/her own serious health

condition during the three (3) week period before the end of the term, and the leave will last more than five (5) working days, he/she must continue taking leave until the end of the term.

When an employee's leave is extended under 1, 2, or 3 above, the BOARD will continue to provide his/her medical, optical, and dental insurance while he/she is on leave as extended above, on the same terms and conditions as prior to the leave.

4. When a child care leave is or will be taken for a period of longer than twelve (12) weeks, the employee must submit, by March 15th, a written request to return from a leave in the following school year. Unless the request is submitted by this date, the BOARD shall be under no obligation to have a position for the teacher in the new school year. Requests to return submitted after this date, but prior to the expiration of the leave, may be acted upon at the convenience of the BOARD. A teacher on a child care leave that is or will be for a period longer than twelve (12) weeks, and who submits a request to return by March 15th shall be returned to employment at the beginning of the following school year.

Section D. Military Caregiver Leave

Family members may take up to 26 weeks of FMLA leave in a single 12 month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.

1. A family member includes a spouse, son, daughter, parent or next of kin. Next of kin is defined as the nearest blood relative of the service member.
2. A covered service member is a member of the Armed Forces, including a member of the National Guard or reserves, who is being treated for a serious injury or illness.
3. Whether a serious injury or illness was incurred in the line of duty on active duty is to be determined by the Department of Defense or its authorized healthcare representative.

Section E. Exigency Leave

Family members of service member in the National Guard or Reserves who are called to active duty may use up to their twelve (12) weeks of FMLA to manage the affairs of the service member while the member is on active duty. A qualifying exigency leave may be taken for either different reasons:

1. Short notice deployment
2. Military events
3. Child care and school activities
4. Financial and legal arrangements
5. Counseling
6. Rest and recuperation
7. Post-deployment activities

8. Additional activities: Leave taken for other events when agreed upon between the employer and employee

Section F. Bereavement Leave

Three (3) days leave with pay will be granted for death in the immediate family. Upon request, up to two (2) additional days with pay will be granted. The immediate family is defined as: mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents, or any person in loco parentis. Such days shall not be deducted from the annual leave days.

Additional time for death in the immediate family due to extenuating circumstances may be taken from the annual leave days, as established in this Agreement.

Section G.

The BOARD shall make payment of insurance premiums for each teacher to provide a Long Term Disability (LTD) policy which at a minimum shall provide:

1. 66 2/3% of monthly salary not to exceed a maximum of \$5,000,
2. Qualifying period of 90 days,
3. Conversion privilege,
4. Lifetime freeze for benefits received from social security, any other governmental programs and retirement plans,
5. No offsets for: franchise, individual or wholesale disability income plans, thrift plans, IRA's, tax sheltered annuities, stock ownership plans, deferred compensation plans, and 401K plans,
6. 36 month own occupation disability with 80% earnings test (indexed by 7.5%),
7. Duration based on social security normal retirement age,
8. Child care credit expense (\$250 monthly maximum per dependent child),
9. \$100 minimum benefit,
10. Mental/nervous benefits for twenty-four (24) months,
11. Cost of living adjustment (COLA) benefit.

The LTD program will not be modified from the program established without mutual consent between ASSOCIATION and the BOARD, and communication to the members. The changes in paragraphs 1 and 10 will go into effect the beginning of the month 90 days following ratification.

Section H.

If a teacher is ill or disabled and is fully compensated under his/her accumulated sick bank for the 90-day LTD qualification period, then the teacher shall continue to receive fringe benefits of hospitalization, dental, and vision for a period not to exceed 12 months following the date the teacher begins drawing LTD payments. If the teacher's sick bank is insufficient to fully compensate the teacher for the entire 90-day LTD qualification period, then the teacher shall continue to receive these fringe benefits for a period not to exceed 12 months following the date the teacher exhausts his/her sick bank.

ARTICLE XXII - PROFESSIONAL AND PERSONAL LEAVES

Section A. Professional Leave

1. A leave of absence without pay shall be granted to any tenure teacher for the purpose of special teaching such as the Peace Corps, National Teacher Corps, exchange or overseas teaching with the Department of Defense, or other similar programs and/or other similar exchange programs.
2. A leave of absence without pay shall be granted to any tenure teacher for the purpose of study, travel, research, or employment involving demonstrable advantage to the Livonia Public Schools. The teacher must demonstrate that this activity was full time for the period of the leave.
3. A leave of absence without pay shall be granted to any tenure teacher for the purpose of serving as an officer or member of the staff of the Michigan Education Association, the National Education Association, or a staff member of the Livonia Education Association.
4. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the district during such period.

Section B. Personal Leave

1. A leave of absence without pay shall be granted to any tenure teacher for the purpose of campaigning for, or serving in, a public office.
2. A leave of absence without pay will be granted to any tenure teacher upon request.
3. A leave of absence without pay will be granted to any teacher for child care purposes. Such leaves will start at the beginning of a school year and last for one school year. Child care leaves granted at the conclusion of a family medical leave will not count toward the personal (child care) leave granted under this provision.
4. Both parties recognize the civic responsibility of serving on jury duty if called, but at the same time recognize the teacher's often greater civic responsibility of performing the teaching assignment. A teacher called during the school year shall notify the office of the Director of Human Resources immediately upon receipt of such call. A copy of such letter shall be sent to the office of the Director of Human Resources. The Director of Human Resources may contact the court.

In the event that a teacher is required to serve, then the teacher shall be granted special leave for this purpose and shall be compensated for the difference between the teaching pay and the pay received for the performance of such duty. Such special leave shall not be deducted from either sick leave or personal business leave.

Section C. Duration of Leave

All requests for personal and professional leave should be submitted as soon as the need for the leave is known. Unless submitted at least forty-five (45) days prior to the beginning of the leave, the leave, if approved, shall begin on a date selected by the BOARD. All such leaves shall continue until the end of the school year in which the leave was granted. Leaves approved in the preceding school year to begin at the beginning of the school year shall be for the entire school year. Exception to these provisions may be made by the Superintendent, if requested, and approved prior to beginning the leave. ~~However, if a vacancy exists similar to the teacher's previous teaching assignment, the request for return will be granted immediately.~~

Section D. Extension of Leave

Professional or personal leaves may be extended for an additional school year. Extension requests must be submitted prior to the expiration of the leave and by March 15 for the next school year. Second year extension requests will be considered on a case by case basis, with the advantage to the school district as the prime consideration.

Section E. Return from Professional and Personal Leave

Teachers on leave must submit, by March 15, a written request to return from a leave in the following school year. Unless the request is submitted by this date, the BOARD shall be under no obligation to have a position for the teacher at the beginning of the school year. Requests to return submitted after this date, but prior to the expiration of the leave, may be acted upon at the convenience of the BOARD. Any teacher on leave who does not submit a written request for an extension or a return by the expiration of the leave (last teacher workday) shall be considered terminated and the BOARD shall have no obligation to said teacher. A teacher on leave who submits a request to return by March 15 shall be returned to employment at the beginning of the following school year.

Section F. ~~Teachers requesting a return from leave by the appropriate dates shall be offered assignment in the area of certification and qualification prior to anyone newly hired, previous substitutes, or former Livonia teachers.~~

ARTICLE XXIII - SABBATICAL LEAVE

Section A. Sabbatical Leave

Pursuant to Michigan School Law, teachers who have continuously been employed by the BOARD for seven (7) years may be granted a sabbatical leave for one (1) year. During a sabbatical leave, the teacher shall be considered to be in the employment of the BOARD, and shall be paid one-half (1/2) of his/her scheduled salary as set forth in Appendix A.

Determination of teachers to be granted such leave shall be made by a six (6) member panel composed of three (3) representatives chosen by the BOARD and three (3) representatives chosen by the ASSOCIATION. Upon the recommendation of this committee, the BOARD shall grant the equivalent of up to two (2) sabbatical leaves. The committee may recommend, and the BOARD may approve, additional sabbatical leaves if it is in the best interest of the school district to do so.

1. Qualifications

- a. The applicant must possess a valid continuing certificate or a professional education certificate, the validity of which extends, at the time of request, through the entire period of the sabbatical leave.
- b. The applicant must have been employed in the Livonia Public Schools School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay for professional improvement, restoration of health, or maternity shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total of seven (7) required by this qualification.
- c. The applicant must not have been granted a sabbatical leave of absence from the Livonia Public Schools School District during the seven (7) consecutive years of service immediately preceding current application.
- d. The applicant must sign an agreement to return to service with the Livonia Public Schools School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years (one year in the event of a half-year sabbatical leave), unless causes beyond the applicant's control prevent, or to refund all or part of any compensation received during the sabbatical leave from the Livonia Public Schools School District, according to the following schedule:

<u>Years Service Following Leave</u>	<u>Refund</u>
0	100%
0.5	75%
1	50%
1.5	25%
2	0%

A proportionate schedule shall be followed in the event of half-year sabbatical leave. In the event of extenuating circumstances, the BOARD may, by special action, waive any obligation to refund compensation.

- e. All applications shall be reviewed for recommendation to the BOARD by a committee consisting of six (6) members, three (3) appointed by the Superintendent, and three (3) appointed by the ASSOCIATION. The committee shall consider, among other qualifications, the following:
 - (1) The proposed program of the applicant as related to professional graduate study, travel, writing or research.
 - (2) The value of the proposed program to the Livonia Public Schools School District, its for either full-year or one-semester sabbaticals.
 - (3) The applicant's length of total service to the Livonia Public Schools.
 - (4) When the number of applicants exceeds a total of four (4) members of the teaching staff, the ratio of recipients should reflect the ratio of applicants, taking into account the total number of teachers eligible for a sabbatical from the areas of elementary, secondary and student services. The committee would be responsible for maintaining the balance.

2. Application

- a. Applications shall be filed with the office of the Director of Human Resources by March 15 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.
- b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.
- c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

3. Compensation

- a. Teachers on sabbatical leave will be paid one-half (1/2) their salary as set forth in Appendix A, on either twenty-one (21) or twenty-six (26) pays, as so indicated.
- b. A teacher granted such leave shall advance on the salary schedule the same number of steps had the teacher been on the staff in the Livonia Public Schools School District.

4. Status While on Sabbatical Leave

- a. A teacher on sabbatical leave shall be considered to be in the employ of the Livonia Public Schools School District and shall have a contract.
- b. Full insurance benefits as set forth in Article XIX shall be provided teachers on sabbatical leave.
- c. Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the BOARD.
- d. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships, or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.
- e. Teachers shall be responsible for notifying the Payroll Department of the Livonia Public Schools School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

5. Status Upon Return From Sabbatical Leave

- a. A teacher, when requesting a sabbatical leave, shall indicate a wish to be restored to the teacher's present position upon return. ~~In those instances when a guarantee cannot be made that the current position will be available, the Director of Human Resources shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.~~
- b. A teacher returning from sabbatical leave shall file with the Director of Human Resources within sixty (60) days a written report of the teacher's educational pursuits while on sabbatical leave and in the event the leave was granted for graduate study, a transcript from the college or university attended.

ARTICLE XXIV - OTHER LEAVES OF ABSENCE

Military Leave—Short term—(up to thirty (30) days)

An employee called during the school year for National Guard or Reserve duty necessary to the national security as shown by proper authority, shall be granted special leave for this purpose and shall be compensated for the difference between the employee's pay received for the performance of such duty, if any, up to the end of the contract year. Special leave shall not be deducted for either sick leave or personal business leave.

Military Leave—Long term—(greater than thirty (30) days)

A military leave of absence without pay shall be granted to employees who shall be inducted, or shall, during a declared period of war or national emergency, enlist for military duty with any branch of the armed forces of the United States. Tenure status is not required. A probationary teacher returning to employment from military service shall be regarded as retaining the period of probationary service achieved prior to military service.

Employees on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. Sick leave allowance will be maintained but shall not accrue during military leave.

In addition, the Board will comply with provisions as provided in the Federal and State law in the Uniform Service Employment and Reemployment Rights Act.

ARTICLE XXV - RETIREMENT

Section A. Teachers who intend to retire will make every reasonable effort to submit to the BOARD a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

The BOARD reserves the right to require retirement when an employee's physical or mental health makes it impossible to meet obligations of the teacher's regular assignment.

Section B. Terminal Leave Pay

1. In appreciation for services to the school district, teachers will receive terminal leave pay. In the event of death, terminal leave pay will be paid to the teacher's estate in accordance with Article XXXIV, Section L.
2. To qualify for terminal leave pay, the teacher shall have been employed in the school district for at least ten (10) consecutive years, shall be holding a full-time teaching assignment in the Livonia Public Schools, and shall be eligible for Michigan School Employees Retirement Fund benefits. In the event of extenuating circumstances, the BOARD may, by special action, waive any or all of the preceding qualifications. If an employee qualifies for terminal leave pay, the employee shall receive \$200.00 per year for each year of full-time teaching service.
3. Terminal leave pay shall be granted upon retirement. As allowed by the IRS, the terminal leave pay and payoff for unused sick days for all retirees who are age 55 and over at the time of retirement will be paid into a tax sheltered annuity under Section 403 (b) of the Internal Revenue Code. The School District will contribute this money within 30 days of the teacher's retirement. Retiring teachers who are under age 55 will have their terminal leave pay and unused sick day payout paid in a check with applicable deductions. If laws change or the 403 (b) carrier's policy changes and the changes will have a significant impact on the provisions of this paragraph, either party may, at its option, reopen this paragraph for negotiations.

ARTICLE XXVI - SENIORITY

Section A. Seniority shall be defined as total years of service to the Livonia Public Schools, computed from the first day teachers reported for work. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves, health leaves, family medical leaves, or military leaves shall not be considered as interruption of years of service, and shall be counted toward seniority. Maternity and personal leaves shall count toward seniority.

Section B. In the circumstances of more than one (1) teacher beginning employment on the same date, determination will be made by the date of official BOARD action employing the teachers, then date of offer letter, and finally, date of return of offer letter. The teacher with the earliest employment date will have the most seniority. In the event that more than one teacher has the same four (4) sets of determining dates for seniority then the relative place of such persons on the seniority list will be determined by a drawing of lots, participated in by all affected teachers. The notice of the drawing, including date, place and time, will be provided in writing to the ASSOCIATION and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested teachers, and particularly those affected, to attend. The President of the ASSOCIATION or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week of the drawing.

Section C. All seniority is lost when there is both a severance of employment and an interruption in service; however, seniority is retained if a severance of employment and an interruption in service is due to lay-off. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective date of layoff, and shall continue to accrue seniority for a continuous period equal to the seniority acquired at the time of such layoff, not to exceed five (5) years. Right to recall is terminated at the end of that period. Right to recall is terminated when a position is offered and refused.

Section D. The seniority list shall be published by December 15 of each year, with notation of certifications then on file with the BOARD for each teacher. They will be posted in the area of each building reserved for teachers' use. A copy of the posted seniority list and all subsequent updates shall be provided to the ASSOCIATION.

Section E. The current practice of granting bargaining unit seniority to administrators shall continue for administrators currently employed by the BOARD. As of September 19, 1994, teachers who have accrued seniority and who become administrators in this district shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority. Administrators who are hired from outside the district shall have no seniority in the bargaining unit.

~~ARTICLE XXVII – TRANSFERS, VACANCIES, INVOLUNTARY TRANSFERS AND PROMOTIONS~~

~~Section A. Transfers~~

- ~~1. Although the BOARD and the ASSOCIATION recognize that frequent transfers of teachers from one school to another can be disruptive to the educational process and may interfere with optimum teacher performance, the BOARD and the ASSOCIATION also recognize that relocation of staff personnel may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff, to honor the wishes of employees for service elsewhere in the system, and to provide a better opportunity for professional growth.~~
- ~~2. In order to facilitate transfers, as well as to determine future District staffing needs, the ASSOCIATION agrees to encourage teachers to communicate to his/her immediate supervisor or the Human Resources Office future plans and any status changes that are contemplated for the following year as soon as possible. The BOARD may survey the staff, using whatever means appropriate, to determine the employment status of teachers for the ensuing year.~~
- ~~3. Teachers may make an official request for transfers for the following year on a form provided by the Human Resources Office. These requests may be filed at any time. Upon request, the District will make every reasonable effort to keep transfer requests confidential with the understanding that at a certain point in the process, the administrator will have to know that a transfer request has been made. All transfer requests received prior to May 1 shall be acted upon by the Human Resources Office in cooperation with all parties affected. Transfer requests received after May 1 will be given consideration for late opening vacancies. All transfer requests expire on the first workday of the new school year. A teacher who makes a timely transfer request will be notified on the status of his/her transfer request by July 1. All transfer requests must be renewed yearly.~~
- ~~4. Teachers making a request to transfer or applying for vacant positions may be interviewed. Such an interview does not require the teacher to provide a portfolio. Vacancies will be filled on the basis of the instructional needs of all schools concerned, experience within the system, training, certification, proven and potential ability, and other personal and professional qualifications considered pertinent by the BOARD for the position. No new teacher will be hired before a current qualified and certified teacher can apply and be given full consideration for a District vacancy.~~
- ~~5. When a teacher within the system is denied a position for which application has been made, the teacher will be notified in a timely fashion after they have interviewed for the position. Upon request, if the teacher applicant does not obtain the requested position, he/she will be provided with a com-~~

~~plete written statement of reasons for denial by the administration. In addition, if requested, the Director of Personnel will also meet with the teacher and provide suggestions and strategies in order to be successful in future transfer requests.~~

- ~~6. Transfer requests and applications for vacant positions shall be given consideration before recalling laid-off teachers. In years when a reduction in force is needed and surplus teachers are available, transfers will not be granted and vacant positions will not be filled until all surplus teachers have been identified. Transfer requests will be given priority unless a vacant position is needed to preserve the employment of a surplus teacher.~~
- ~~7. During the school year teachers may make application to transfer to another school and/or department for positions at any time by filing a request for transfer with the Human Resources Office. All transfer applications will be considered for vacancies within the area of their requests. Such requests will be considered as vacancies occur.~~

Section B. Vacancies

- ~~1. Vacancies (i.e., positions within the bargaining unit resulting from death, retirement, resignation or leave of absence which are to be filled by the District) occurring between the opening day of school and February 1st of any school year will be posted for a period of five (5) workdays. Such posting will be in the Human Resources Office, on the District Web site and with a copy to the ASSOCIATION and the staff in each building.~~
- ~~2. If the candidate selected to fill a vacancy is from within the system, he/she will be placed in the position as soon as possible, if the District determines the teacher can be moved before the end of the school year without undue disruption to a program or school.~~
- ~~3. After February 1st until the opening day the next school year, all vacated and/or newly created positions will be posted along with all non-classroom positions (i.e., special education, media, art, music, physical education, other special areas) for five (5) workdays. Such posting will be in the Human Resources Office with a copy on the District Web site and with a copy to the ASSOCIATION and the staff in each building. The ASSOCIATION will be given a list of vacancies that are not posted.~~
- ~~4. Teachers returning from leave, newly hired, previous substitutes, or former Livonia teachers shall not be assigned to a position until those teachers requesting a transfer have been informed of the vacancy and given an opportunity to interview for the position.~~

Section C. Involuntary Transfers

- ~~1. It is clearly understood that being surplus in a building due to staff reductions is not an involuntary transfer.~~
- ~~2. An involuntary transfer will be made only after written notification to the teacher with an explanation of~~

- ~~why the transfer will occur. Except in unusual circumstances, such transfers will take effect only at the beginning of the following school year. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.~~
- ~~3. An involuntary transfer may be necessary to provide a better opportunity for professional growth of the teacher to meet unique instructional requirements, such as may happen in curriculum changes, student selections, or similar valid reasons. When the transfer is necessary, the teacher being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the teacher, the action must be preceded by a period of evaluation, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the teacher. There may occasionally be unusual circumstances requiring urgent action.~~
 - ~~4. In the event that more than one position exists which would better meet the capabilities of the teacher being involuntarily transferred, then the teacher will be provided with a list of all such vacancies and be given adequate released time to visit the schools in which those positions exist. It is understood that a variety of positions from which to choose is more desirable than direct assignment of the teacher without the teacher's concurrence. Except in unusual circumstances requiring urgent action, a teacher will not be forced to transfer until a specific position, which is vacant, has been identified, which will be more suited to the teacher's capabilities, in light of the problems identified by the administration as reasons for the transfer.~~
 - ~~5. Other teachers shall not be placed in positions in the same field in the same level where an involuntary transfer is anticipated until such positions are identified specifically for those who are to be involuntarily transferred either under this Article or Article XXVIII, unless such assignment would facilitate the assignment of the teacher forced to transfer.~~

~~**Section D. Promotions**~~

- ~~1. A promotional position is defined as an advancement in salary above the salary schedule in Appendix A. Whenever a vacancy in any promotional position shall occur, other than for Superintendent or the Superintendent's immediate staff, the BOARD shall publicize such vacancy by posting notices in each school and the central office. Copies of these notices will also be sent to Head Association Representatives.~~
- ~~2. Any teacher may indicate an interest in a particular kind of promotional position should one become vacant. All applications or indications of interest shall be in writing and shall be acknowledged by the Human Resources Office.~~
- ~~3. Any qualified teacher may apply in writing for any promotional position vacancies which are posted,~~

~~and the receipt of such application shall be acknowledged by the Human Resources Office. Vacancies shall be filled on the basis of proven and potential ability, and other personal and professional qualifications considered pertinent by the BOARD for the position.~~

- ~~4. No vacancy for a promotional position will be filled, except on a temporary basis, until such vacancy has been publicized for at least five (5) days. When a vacancy is filled on a temporary basis, the person selected is neither being considered for the position, nor should be excluded from consideration for regular appointment. That person shall be required to apply and follow the same procedure as other applicants for regular appointment. A position may not be filled on a temporary basis beyond the end of the then current school year.~~
- ~~5. The parties recognize that the filling of promotional vacancies according to job description posting is the prerogative of the BOARD, and the decision of the BOARD with respect to such matters shall be final.~~

ARTICLE XXVIII – SURPLUS PROCESS, LAYOFF, AND RECALL

Section A. Surplus/Layoff Procedures

~~Should substantial and unforeseen changes in student population, financial conditions, changes, revisions, or elimination in or of the programs make necessary a layoff of personnel, the following layoff procedures shall prevail:~~

- ~~1. Specially certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.~~
- ~~2. If reduction is still necessary, then probationary teachers will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.~~
- ~~3. If reduction is still necessary, the principal in each building where a reduction is necessary shall identify the department(s) in secondary schools, any grade level in elementary schools or special areas, such as exist in special education, media specialists, etc., where such reduction is to take place.~~
- ~~4. The teacher(s) in that building with the least amount of district seniority according to the seniority list shall be declared surplus.~~
- ~~5. The surplus teacher will be assigned to any vacancy which exists in any other building in the district, in the department in secondary schools, any grade level in elementary schools, or appropriate special areas for which the teacher is certified and has been teaching in the most recent assignment.~~
- ~~6. The least senior teacher thus displaced from the department, level or area previously taught shall be considered for any vacancy which may exist in a teaching area for which the teacher is certified and “highly qualified” according to ESEA beginning in the 2006-07 school year. If the teacher has had previous satisfactory Livonia experience in this new area, then the teacher shall be assigned to such vacancy. If there has been no previous satisfactory Livonia experience, the teacher must demonstrate, through interviews, short term assignment, or other appropriate means, ability to satisfactorily teach in this new area. This provision applies only if a vacancy exists.~~
- ~~7. If vacancies exist at more than one building, the District will work with building administrators and surplus teachers to match teachers with assignments. The District will review the vacancies with the surplus teacher and the ASSOCIATION. The wishes of the surplus teacher will be considered. Other factors to be considered include but are not limited to local building instructional needs, prior experience~~

~~and teacher certification and qualifications. Surplus teachers may be required to interview for vacant positions. The provisions of Article XXVII (Transfers) will apply for filling vacancies and the timelines connected to the process.~~

~~8. If no vacancy exists in any building, in the department in the secondary schools, at any grade level in the elementary schools, or special areas, then the teacher declared surplus shall be assigned to the position in the school district in the teacher's previous area of teaching and in the level previously taught held by the least senior teacher in the school district.~~

~~9. In addition, any Livonia teacher~~

~~a. with K-8 certificate could be placed into middle school, only with a ninth grade endorsement and only into specific subject areas covered by that endorsement, or twenty (20) hours in the subject matter area (excluding methods courses) with at least five (5) in the specific assignment subject matter and only into areas covered by the designated endorsement or hours for the 2005-06 school year. For the 2006-07 school year and beyond, when the law is in effect, teachers must meet highly qualified status under the Elementary and Secondary Education Act (ESEA) in order to be placed.~~

~~b. with K-5 certificate could be placed into middle school into specific subject areas covered by the 6-8 subject area endorsements.~~

~~c. with 7-12 certificate could be placed across secondary levels into specific subject area indicated on the teacher's certificate providing that in the senior high school the teacher can qualify under North Central provisions upon assignment or be within two (2) courses for the 2005-06 school year. These two (2) courses must be completed prior to the opening of school the following year. For the 2006-07 school year and beyond, teachers must meet highly qualified status under the Elementary and Secondary Education Act (ESEA).~~

~~d. with dual certification (K-8 or K-5, 7-12) could be placed across levels only into specific subject areas indicated on the teacher's certificate and if assignment is to be at the senior high level, the teacher must qualify under the provisions of (c).~~

~~e. with K-12 certificate or endorsement could be placed across levels into the specific subject areas of the endorsement or certificate. These teachers could also replace lower senior classroom teachers at the elementary level if they hold a K-8 or K-5 certificate or at secondary in specific subject matter areas indicated on a 7-12 certificate as specified in (c).~~

~~f. may be placed into special education only if fully certificated, fully approved and qualified for reimbursement.~~

~~g. can change levels if the teacher has had previous successful teaching experience at that level under contract in Livonia or in another Michigan school district as specified in (a, b, c).~~

- ~~10. If there are no vacancies appropriate to the certification and qualification of the teacher, the teacher will be placed on layoff status. The effective date of any layoff shall be the first weekday after the end of the school year in which the teacher has worked.~~
- ~~11. The ASSOCIATION shall be notified when the above procedures are implemented and related assignments are made. The ASSOCIATION shall also be allowed to be in attendance while implementation and assignments are made.~~
- ~~12. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year, or portion thereof, unless said teacher shall have been notified of said layoff on or before the date of the first School Board meeting in June of the previous school year.~~
- ~~13. In the event a reduction in state funding occurs after June 10th or a significant loss of projected student enrollment occurs this provision shall not apply. In such case, the teacher(s) will be provided with at least 30 days advance notice of layoff, and the insurance coverage under Section B paragraph 1 will be extended up to an additional six (6) months, and laid off teachers shall have the option of working up to six (6) months from the date of notice as a permanent substitute. Said option to work as a permanent substitute must be exercised at the time of layoff.~~

Section B. Rights of Laid Off Teachers

1. A laid off teacher shall receive health and life insurance benefits, as herein provided, for a period of six (6) months following the effective date of layoff, unless the teacher accepts other contractual teaching employment.
- ~~2. A laid off teacher shall, upon application, be granted priority status on the district substitute teacher list, such priority to be determined according to seniority.~~
- ~~3. The teacher will be returned to the teacher's original building when a vacancy occurs, if the teacher wishes to return.~~
- ~~4. No other placement of staff shall occur in the same field and the same level where an involuntary transfer is anticipated prior to those forced to transfer involuntarily, either under this Article or Article XXVII, unless such assignment would facilitate the assignment of a teacher laid off.~~
5. All teachers who anticipate changes in their certification must notify the Human Resources Office by March 15 of the current school year to aid the District in the assignment of staff for subsequent years. This applies to laid off teachers who may have certification changes.

~~Section C. Recall Procedures~~

- ~~1. Teachers being recalled will be given ten (10) days from the date of the mailing of a certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employee's recall rights, except that a teacher who is sick shall notify the BOARD of intent to return as soon as possible, and, from the date of notifying the BOARD, shall be deemed to be on sick leave. A substitute shall be hired in the teacher's place until return from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.~~
- ~~2. No credit on the salary schedule shall accrue during layoff status. Teachers on layoff status must submit a written notice annually prior to March 15, advising the Human Resources Office of their current address in order to retain their layoff/reemployment status. Failure to provide written notice shall terminate layoff/reemployment status.~~
- ~~3. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.~~
- ~~4. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas may be qualified, and who possess the necessary certification, are recalled or decline the opening.~~
- ~~5. The BOARD will make every effort to assist all teachers who are laid off due to internal conditions, annexations or consolidation to secure employment in other school districts upon terms and conditions as nearly comparable as possible to those contained herein.~~
- ~~6. Recall will be based on a reversal of Section A, above; i.e., the last laid off will be the first recalled, provided that all tenure teachers on leave have been reinstated prior to recall of probationers.~~
7. A teacher who is laid off under this Agreement and who is paid unemployment compensation (associated with his/her regular bargaining unit assignment) during the summer immediately following layoff and who is subsequently recalled to a bargaining unit position equal to or greater than the position held at the time of layoff, on or before the first student day of the next school year, will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate, will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off. If the teacher is called back to a position that is less than the position the teacher was laid off from, no salary adjustments or repayment will be necessary from the teacher to the District.
- ~~8. Tenured teachers will not be in competition with probationary teachers in the recall process.~~

- ~~9. Part time teachers who are laid off will be called back to vacant positions according to seniority and FTE allocation. A part time teacher cannot improve his/her FTE status in recall until all full time teachers are placed. This could include a full time teacher with less seniority receiving a placement before a part time teacher.~~
- ~~10. Part time surplus and laid off teachers will upon request, have their FTE increased according to seniority and available positions.~~
- ~~11. The teacher will be returned to the teacher's original building when a vacancy occurs, if the teacher wishes to return. This provision applies for reassigned surplus and laid off teachers being recalled.~~
- ~~12. At the beginning of the 2006-07 school year, teachers will be assigned in areas where they are qualified according to ESEA.~~

ARTICLE XXIX - REORGANIZATIONS AND CONSORTIA

Section A. To the full extent permitted by law, this Agreement shall be binding upon the BOARD and its successor personnel and upon any school district into which or with which this District shall be merged, combined or reorganized.

ARTICLE XXX - STUDENT AND INTERN TEACHING ASSIGNMENTS

Section A. Supervisory teachers of record of student, associate, or pre-intern teachers shall be fully certificated, tenured teachers, teaching in their major or minor area of preparation and possessing, whenever possible, a minimum of a Master's degree in academic preparation, who voluntarily accept the assignment and shall be known as cooperating teachers. Cooperating teachers, insofar as possible, shall have previously taken a university course in the basic principles of supervising student teachers or shall indicate a willingness to accept such an academic learning experience when offered locally on a tuition-free basis.

Section B. It is expressly agreed that the BOARD shall not use student teachers as a basis for not hiring additional teachers.

Section C. The placement of student teachers shall be consistent with this Agreement.

Section D. The supervising teacher shall have the right to accept an honorarium or other compensation as may be offered to the District by the student/intern placing institution.

Section E. Student teachers shall not be used as substitute teachers.

Section F. Prior to acceptance of a student teacher, there shall be a meeting between the teacher and the prospective student teacher. Following this interview, the teacher or building administrator shall then have the right to accept or reject the student teacher.

Section G. Guidelines governing student teaching are available at the Human Resources Office.

ARTICLE XXXI - TEACHER EVALUATION

~~**Section A.** The parties recognize that the evaluation of teachers is a continuous process of primary concern to both the ASSOCIATION and the BOARD. The evaluation of teachers will be completed in accordance with the Teacher Evaluation Procedures developed jointly by the ASSOCIATION and the BOARD.~~

~~**Section B.** It is recognized that, once a person achieves tenure status, this status may only be denied as provided for under the Michigan Tenure Act. It is further recognized that a person never achieves tenure in a particular position, but only as a classroom teacher and is subject to assignment according to the provisions of this Agreement. However, whenever a teacher is transferred or promoted to another position of a different nature than the one in which tenure has been achieved, the teacher shall be required to serve a one (1) year trial period in that position. This would specifically include, but not be limited to, transfers to counselors, media specialists, student services and changes between elementary, middle school, and senior high.~~

~~During this trial period, the teacher is to be evaluated by an administrator informed in the use of the Teacher Evaluation Procedures used in the Livonia Public Schools. At the end of this period of time, if evaluations are not completely satisfactory, the teacher may be transferred to a like position to the one in which tenure was achieved. After this period of time, if retained in the new position, the teacher is to have all the benefits due as if the probationary period had been served under the Tenure Act in that position. A teacher advisor will be appointed, if requested, to assist the tenure teacher during this trial period.~~

Section C.

- ~~1. Newly hired teachers will be part of a New Teacher Induction/Teacher Mentoring Process. The Probationary Advisor as described in the 2011 Teacher Evaluation Procedures Booklet will be considered the teacher mentor for purposes of implementing the New Teacher Induction/Teacher Mentoring Process.~~
2. Probationary teachers will have a mentor for the first three (3) years of their probationary period. Mentor teachers will be assigned by the ASSOCIATION in cooperation with the District. Mentor teachers who fulfill the requirements of the Teacher Mentor Program will receive a \$250 stipend each year for time spent mentoring during the first and second year of the mentor teacher's employment.

Section D. Probationary Teachers

1. By October 8 of the first year of employment, a probationary teacher will meet with a building administrator. ~~a detailed description of the evaluation process (as described in the 2011 Evaluation handbook) that will be followed, a mentor assignment, and an Individualized Development Plan (IDP) form. The teacher will also receive training in writing his/her goals that will be used in the evaluation process.~~
2. ~~During the school year, at least two (2) thirty (30) minute classroom observations at least sixty (60) days apart will be conducted unless shorter intervals are agreed to by the teacher.~~
3. ~~If at any time the evaluating administrator has concerns regarding the performance of the probationary teacher, the administrator will notify the teacher of the concern(s) at that time or as soon after as is possible before the next scheduled observation. Notice prior to the last scheduled observation of the year does not apply in the last semester of the fourth year of probation.~~

~~The evaluating principal will schedule a meeting with the probationary teacher to discuss the areas of concern and to set up a plan of support. This support may include the involvement of the teacher's mentor, other District specialists or resources. Ongoing communication regarding these concerns will take place. The LEA will be notified when such a meeting will be taking place and about the nature of the areas of concern. The ASSOCIATION involvement in support plans for the probationary teacher will be allowed and encouraged.~~

4. ~~An annual written year end performance evaluation will be provided to each teacher based on classroom observations (described above), progress toward achievement of the teacher's goals, the overall professional performance of the teacher, his/her building interactions and staff involvement. In conjunction with the written evaluation, specific professional development goals will be developed jointly by the probationary teacher and appropriate administrator and recorded on the Livonia Public Schools IDP form. Subsequent evaluations will assess the teacher's progress toward meeting the goals of the IDP.~~
5. ~~If the need surfaces, the BOARD may choose to increase the frequency of visitations and/or conduct more frequent evaluations under the same conditions as described in the LEA Master Agreement and the 2011 Teacher Evaluation Procedures Handbook. If this occurs, there will be discussion between the principal and the teacher.~~
6. ~~The above steps will be followed for the teacher's remaining probationary years unless the teacher evaluation process is changed through mutual agreement between the parties.~~
7. ~~The Human Resources Office will notify the ASSOCIATION when it is made aware that instructional and performance concerns are evident.~~

8. According to PA 335 of 1993, the required number of professional development days for beginning teachers (new to the profession) will be 15 over a three year period. In order to satisfy these requirements, as defined in PA 335 of 1993, the Michigan Department of Education's Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan, August 1994, defines a year as at least 150 days and a day as a minimum of 2-1/2 clock hours. These conditions may change to conform with any changes in provisions of the law.

~~**Section E. Teachers with Tenure:**~~

- ~~1. Tenured teachers will be evaluated every year as required by law. If the law is revised such that tenured teachers are not required to be evaluated annually, then tenured teachers shall only be evaluated as often as required by law. Tenured teachers will have an evaluation which will include observations once in a three (3) year period (or as required by law) using a similar process as outlined for probationary teachers in Section D above.~~
- ~~2. Each year, a tenured teacher will develop two goals with the appropriate building administrator. The teacher will record activities and/or progress toward achieving those goals, and is encouraged to communicate progress with the appropriate administrator (before the final evaluation meeting).~~
- ~~3. At any point in the evaluation process, the evaluating building administrator may notify the teacher that instructional and performance concerns are evident and more frequent observations/meetings will be scheduled as described in the 2011 Teacher Evaluation Procedures Handbook. If a tenured teacher is rated as "ineffective" on the summary part of the Annual Evaluation, that teacher's evaluation process the following year shall include classroom observations, regardless of whether the teacher would otherwise be observed during that year.~~
- ~~4. The Human Resources Office will notify the ASSOCIATION when it is made aware that instructional and performance concerns are evident.~~

~~**Section F.** When a comprehensive evaluation by the principal or immediate supervisor shows the need for in-service training of any teacher, a request that the teacher receive the needed in-service training shall be a matter of record. While attendance is voluntary, the teacher's participation or non-participation shall likewise become a matter of record. Such activities will be within the teacher's workday, or reimbursed at the in-service training rate established in Appendix B. Except as provisions may be made by the BOARD as a condition of employment prior to the hiring of a teacher, attendance at such after-school in-service training activities, whether initiated by the ASSOCIATION, the BOARD, or jointly, shall be voluntary on the part of the teacher.~~

~~**Section G. Goals**~~

- ~~1. Probationary and tenured teachers will develop goals to be used in their evaluations. One shall be a content/student achievement goal and one shall be a professional goal. These goals are to be devel-~~

~~oped jointly between the teacher and the administrator. Goals shall be in place no later than the end of the first semester. These goals may also be adapted/adopted from other teachers, from department goals, from grade level goals, or from school improvement goals, but this is not required. If the teacher and administrator cannot agree on appropriate goal(s) for the teacher, then the teacher and the administrator shall seek assistance from the Human Resources Office and the ASSOCIATION.~~

- ~~2. Goals are not evaluated as simply "pass/fail", but as a measurement of a teacher's progress. It is understood that progress toward the two goals is only one of six parts of the full teacher evaluation that includes classroom observations.~~
- ~~3. If the same or similar goal is used by more than one teacher, the teacher evaluation process shall not use student growth/achievement data to compare one teacher to another, but shall only use such data to measure progress of the individual teacher toward the goal(s).~~
- ~~4. If the teacher and the administrator believe that the goal is no longer appropriate once a goal has been established and baseline data has been analyzed, it is permissible to amend the goal on the evaluation document. This is especially true for probationary teachers and for the first three school years that the 2011 Teacher Evaluation Process is being implemented.~~
- ~~5. Assessment of students who have not been present in the classroom or the school during a significant portion of the goal timeline (as determined jointly by the teacher and evaluating administrator) shall not be included in student growth/achievement data.~~

~~**Section H.** It is understood that there are cases (e.g. special education co-teacher) in which a teacher may be evaluated using the "Teaching Personnel" evaluation or the "Non-Teaching-Certified Personnel" evaluation. In these cases, the determination shall be made jointly by the teacher and the administrator. If the teacher and administrator cannot agree, then the teacher and the administrator shall seek assistance from the Human Resources Office and the ASSOCIATION. It is understood that this determination may change from year to year.~~

ARTICLE XXXII - GRIEVANCE PROCEDURE

Section A. A claim by a teacher or the ASSOCIATION that there has been a violation, mis-interpretation or misapplication of any provision of this Agreement, or any rule, policy or regulation of the BOARD, may be processed as a grievance as hereinafter provided.

Section B. Procedure

The purpose of the procedures set forth hereinafter is to produce prompt solutions to those complaints which, from time to time, may arise involving an alleged violation of a specific Article and Section of the Agreement. The ASSOCIATION and the BOARD desire that such procedure shall be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

HEARING LEVELS

INFORMAL LEVEL:

In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the immediate supervisor (or appropriate administrator), accompanied by the ASSOCIATION representative. A written grievance must be filed within thirty (30) school days of the violation, misinterpretation or misapplication or within thirty (30) days of the discovery thereof.

When the basis of the alleged grievance is the result of action taken at the District level or involves more than one building, the Informal Level and Step One of the Formal Level will be skipped and the formal written grievance will be signed, dated and submitted at Step Two of the Formal Level of the grievance process.

FORMAL LEVEL:

STEP ONE

If the teacher(s) is not satisfied with the supervisor's (administrator's) verbal response, at the Informal Level, he/she may formalize the complaint in writing on a form mutually agreed to by the ASSOCIATION and the BOARD. The form shall be obtained from the ASSOCIATION. The formal written grievance, signed and dated, shall be submitted to the immediate supervisor (appropriate administrator). The supervisor (administrator) shall within five (5) school days of the receipt of the grievance, render a written decision. This decision shall be written on the grievance form and shall be forwarded to the grievant and the ASSOCIATION.

STEP TWO

If the grievance is not disposed of to the teacher's satisfaction, and the teacher determines to proceed further, then the grievance shall be immediately processed with the Board of Education through the superintendent or designee, within ten (10) school days of the receipt of the written response of the supervisor (administrator). Within five (5) school days after the grievance has been received by the Board of Education or its designee a meeting shall be scheduled with the ASSOCIATION and the grievant.

If the grievance involves more than one (1) school building, or involves a central office administrator, it may be filed at Step Two with the Board of Education through the superintendent or designee. The Step Two hearing will be scheduled within five (5) school days after the written grievance is filed by the ASSOCIATION.

Within ten (10) school days after the conclusion of the Step Two meeting, the BOARD or its designee, shall render a written decision, with copies to the ASSOCIATION and the grievant.

Grievances which do not involve alleged violations of a specific Article and Section of this Agreement may be processed through Step II but will not be arbitrable.

STEP THREE

If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of this Agreement, the ASSOCIATION or the BOARD may, within ten (10) school days after the decision of Step Two is rendered, submit the grievance to arbitration.

Section C. Rules Governing Arbitration

1. The following matters shall not be the basis of any grievance filed for arbitration under the procedure outlined in this Article.
 - a. Termination of services of or failure to re-employ any probationary teacher.
 - b. Discharge or demotion under the procedures specified in the Teacher Tenure Act (Act 4 of the Public Acts, Extra Session of 1936 of Michigan, as amended).
 - c. Failure to reappoint a teacher to an extra-duty assignment as represented on Schedule B, providing the teacher has been evaluated and has received assistance in improving the work.
2. The submission to arbitration shall be made to the American Arbitration Association. The demand to arbitrate will contain a statement of the issues to be arbitrated and references to the specific Article and Section allegedly violated.
3. A request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator. The arbitrator shall then be selected according to the rules of the American Arbitration Association which shall likewise govern the proceedings.

4. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decisions shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date final statements and proof are submitted to the arbitrator, and shall be final and binding upon the ASSOCIATION, its members, all employees covered by this Agreement, and the DISTRICT.
5. At the close of the hearing, the arbitrator shall afford the BOARD and the ASSOCIATION a reasonable opportunity to furnish briefs.
6. The arbitrator will be without power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall the arbitrator make any decisions which require the commission of an act prohibited by law. His authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated. The arbitrator shall have no power to rule on those matters exempted from the grievance procedure.
7. The cost of the services of the arbitrator, including per diem expenses, shall be borne equally by the BOARD and the ASSOCIATION. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
8. Claims involving financial liability will be limited in retroactivity to a period of fifteen (15) school days from the date on which the grievance was filed, except in the case of a payroll error, incorrect interpretation of records, or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.

Section D. The time limits in this Article shall be strictly observed, but may be extended by agreement, in writing, of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardships to any party, the BOARD shall use its best efforts to process such grievance prior to the end of the school year, or as soon thereafter as possible.

~~**Section E.** — In order to provide time for the parties to solve potential disagreements, actions taken by the BOARD at the conclusion of the school year or during the summer months that are a result of a claim of a violation in the layoff, recall, surplus, transfer and/or assignment provisions of the contract, a teacher can file a grievance beginning one week prior to the first teacher workday and the teacher will have thirty (30) days after the first teacher day of the new school year to file a grievance on the action. The BOARD shall use its best efforts to process such grievance as soon thereafter as possible.~~

Section F. If an individual teacher has a personal complaint which the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the ASSOCIATION and opportunity for an ASSOCIATION representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the ASSOCIATION.

ARTICLE XXXIII - NEGOTIATION PROCEDURES

Section A. Beginning not later than March 15 of the calendar year in which this Agreement expires, the ASSOCIATION and the BOARD agree to negotiate over a successor agreement in accordance with the provisions set forth herein in a good faith effort to reach agreement concerning teacher salaries, hours, and other terms or conditions of employment. Any agreements so negotiated shall apply to all teachers and shall be reduced to writing and ratified and signed by the BOARD and the ASSOCIATION.

Section B. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and reach consensus in the course of negotiations.

Section C. Copies of this Agreement titled "Professional Agreement Between the Livonia Public Schools School District and the Livonia Education Association" shall be printed at the expense of the District within ninety (90) days of the signing of this Agreement and at that time shall deliver to the ASSOCIATION copies numbering one and one-half (1-1/2) times the number of members of the ASSOCIATION. The ASSOCIATION shall be responsible for the distribution of the copies to its members.

Section D. Representatives of the BOARD and the ASSOCIATION, including at least one (1) member of the respective bargaining teams, will reserve up to two (2) hours for a meeting each month, as mutually agreed upon for the purpose of reviewing the administration of the contract and to discuss concerns which may arise. This group will be called the Association Board Council. These meetings are not intended to bypass the grievance procedure. The parties will communicate with each other to determine the agenda. All meetings between the parties will be scheduled to take place during the regular school day, unless otherwise mutually agreed.

When such a meeting results in a mutually acceptable amendment to the Master Agreement, a Letter of Understanding between the parties will be detailed. The amendment may be subject to ratification by the BOARD and the ASSOCIATION. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Master Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Master Agreement.

ARTICLE XXXIV - COMPENSATION

Section A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

Section B. The amount of credit allowable for outside teaching experience to teachers entering the system will be seven (7) years, the retroactive nature of experience shall not be subject to the Professional Grievance Procedure set forth in Article XXXII. Additional years of credit for outside teaching experience may be recommended in the case of outstanding applicants for positions requiring unusual experience. The Superintendent's decision on credit for experience beyond seven (7) years shall be final.

Salary schedule credit shall be granted for all teaching experience in the Livonia Public Schools, according to the number of paid days a teacher works in a school year. Substitute teachers in the Livonia schools will be granted no more than three (3) years credit for substitute teaching. Salary schedule credit will be granted from year to year with the following requirements: One (1) full semester, at least ninety (90) days of teaching, shall be credited as one-half (1/2) year on the salary schedule. Teachers allowed one-half (1/2) year credit shall be placed one-half (1/2) way between the appropriate steps on the salary schedule. One hundred thirty-five (135) days or more of teaching shall be credited as one (1) full year on the salary schedule. There shall be no salary schedule credit granted for any teacher except that teachers will be allowed one-half (1/2) year credit on the salary schedule in year 2, 2014-2015, of the contract.

The Superintendent may recommend credit for other than public school or college teaching experience, if, in the Superintendent's opinion, it contributes to the qualification of the teacher for a particular assignment. This could include military service, Peace Corps, VISTA and other job-related experience which would be in the same field as the teaching area assigned and a direct relationship exists. It is understood that credit will be granted if the teacher can show that the work in the foregoing was related to the teaching assignment to which the teacher has been assigned.

The credit which may be granted for other than public schools or college teaching experience shall be no more than three (3) years and the maximum credit allowed for both teaching and other experience shall be limited to seven (7) years credit for total outside teaching and related experience as has been recommended by the Superintendent.

Teachers who are vocationally certified and teaching vocational courses shall receive a \$300.00 stipend so long as they are working in a reimbursable program for which vocational certification is required.

Note: Vocational teachers who were placed on the next degree schedule (from BA to MA) only shall be grandfathered so long as they continue to work in a reimbursable program for which vocational certification is required.

Section C. All transcripts must be in the Human Resources Office not later than October 31 in order to receive salary credit for the first semester, or March 31 for the second semester. Teachers who have been receiving credit above a bachelor's degree on their 1969-70 contract for from one (1) to ten (10) semester hours of graduate credit shall continue to receive this amount. See Salary Schedule for pay for extra hours.

Section D. The salary schedule is based upon the regular school calendar as set forth in Appendix D and the normal teaching assignment as defined in this Agreement. If a teacher shall teach more than the normal teaching load as set forth in Article XI at the secondary level as a regular part of the teacher's assignment, extra compensation will be one fifth (1/5) of the teacher's daily rate upon substituting in the same assignment for two (2) continuous school weeks or longer. If it is known that the assignment will be for two (2) weeks or more when the teacher assumes this assignment, then the extra compensation rate will begin immediately. In the event that a temporary assignment over and above the normal teaching load as set forth in Article XI becomes permanent, the permanent rate shall begin immediately but shall not be retroactive. It is the responsibility of the building principal to notify the teacher and the personnel office immediately in such an instance. It is specifically understood that this section refers to an extra class at the secondary level, not an extra preparation.

Section E. A teacher's daily rate is to be determined by dividing the teacher's basic annual salary as set forth in Appendix A by the number of teacher days in a school year. The number of teacher days may fluctuate from year to year depending on the negotiated calendar and will include time spent after normal school hours and attending contractually required professional development activities. Teachers who leave the District prior to completing the school year will have their salary based on the number of teacher days that he/she worked in the school year. A teacher's hourly rate is to be determined by dividing the daily rate by 7.7. It is recognized that the numbers in this paragraph are for computational purposes only.

Section F. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in Appendix B of the Agreement. All compensation shall be in accordance with the provisions of this Agreement.

Section G. Mileage Reimbursement - Teachers required in the course of their work to drive personal automobiles from one building to another shall receive a car allowance based upon the IRS mileage rate. The same allowance shall be given for use of personal cars for field trips or other approved business of the district when the teacher's personal car is used for such business. Mileage allowance is computed only after the person has reached the initial established work location for that day and specifically excludes traveling to and from such established work location.

Section H. Employees shall have the option of being placed on 21 or 26 pays. Employees desiring to change pay cycles must notify the payroll office by August 1st prior to the upcoming school year. Pay

days shall be at the close of each two-week (2) period during the school year. An employee on twenty-six (26) pays who leaves during the year should not expect to receive the remaining portion of pay until one (1) pay period following termination, unless official notification of termination is submitted thirty (30) days in advance and the request for complete payment made at that time. The employee will indicate in writing to the Human Resources Office the choice of method of payment before the effective date of the contract. If school is not in session on payday, the payroll office will prepare checks and deliver them to the buildings the last day school is in session.

Section I. When employees begin work after the opening of a new school year, previous LPS experience is reviewed to determine the amount of creditable year's experience the person would be eligible for on the salary schedule had they started work on the first work day of that year. The teacher will then be placed on the appropriate step upon return.

Section J. There are some subject areas in which an educational specialist degree is not offered. If the educational specialist degree is offered in the subject area by the college where the teacher is doing graduate work, then no consideration shall be given to an "equivalent" of an educational specialist degree, unless such degree has been "by-passed" in order to receive a doctor's degree. If the educational specialist degree is not offered, or if it has been by-passed as above, then the following shall be considered the equivalent of an educational specialist degree.

1. To be granted the educational specialist degree stipend, the credit hours must be shown on an official transcript from a fully accredited college or university. Any course work taken outside the teaching and/or education field must have prior approval from the Director of Human Resources.
2. Thirty (30) graduate semester hours after completion of the Master's degree in the same field and in a planned program. The official transcript must be accompanied by a letter from the dean of the graduate school or the teacher's graduate advisor stating that in the dean's or advisor's judgment, the work completed is equivalent to what is ordinarily required for an educational specialist degree at that institution.
3. Forty-five (45) graduate semester hours after completion of the Master's degree in which at least thirty (30) graduate semester hours are in the same subject area and identified as being appropriate to the teacher's field.
4. The Masters of Social Work is considered the equivalent of an educational specialist degree for school social workers.

Section K. A teacher shall receive an annual longevity payment in accordance with the following schedule at the beginning of the year of service shown below:

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

Section L. Unpaid Wages of Deceased Teachers

1. In the case of the death of any teacher, the BOARD shall pay all wages and terminal pay due to such deceased teacher to the spouse, children, father or mother, sister or brother of the deceased teacher, in the preceding order of preference. The required payment and/or required order of preference may be altered by the teacher only upon the teacher's filing, prior to death, with the BOARD or designated official, of a Beneficiary Designation Form changing such requirements, an example of which is attached to this Agreement as Appendix E. That form shall remain effective until superseded by the filing of a later Beneficiary Designation Form by the teacher or by the termination of employment and payment to the teacher of all wages owed by the BOARD.
2. If the teacher leaves no surviving spouse, children, father, mother, sister, brother, or other designated beneficiary, then all wages and benefits owing shall be paid into the estate of the deceased teacher.
3. "Wages," as used in this Article and the Beneficiary Designation Form, include all forms of compensation, benefits, or reimbursement for expenses granted under this Agreement which are due to the deceased teacher.

ARTICLE XXXV - EXTRA-CURRICULAR ACTIVITIES/COMPENSATION

Section A. It is recognized that some activities which require an extensive amount of time beyond the normal school day should receive additional compensation as stated in Schedule B. The following which may be limited in time assignments are:

1. Athletic events.
2. Student dances.
3. Activity nights.
4. Other elementary and secondary activities requiring student and/or crowd control.
5. Similar activities determined through agreement between the ASSOCIATION and the BOARD.

All teachers not otherwise assigned to such events, but interested in assisting with them, have the opportunity to request to do so. Should there be insufficient requests to assist in these events, the BOARD will assign teachers on a balanced basis and provide adequate supervisory assistance to cover the activity. Such supervisory work will be remunerated according to the rates set forth in Appendix B.

Section B. Any scheduled extra-pay assignments in addition to the normal teaching schedule during the regular school year including courses, driver education, extra-duties enumerated in Appendix B, and summer school courses outside the regular school year shall not be obligatory but shall be with the consent of the teacher, except for the cases previously indicated in Article XI, Section A, wherein the teacher was hired specifically for an assignment wholly or partially outside the regular day school schedule. This restriction does not limit the professional activities as outlined in Article XV of this Agreement. At the same time, it is the prerogative of the BOARD permanently to staff late afternoon and evening programs such as alternative high school programs and high school completion programs with teachers not otherwise employed, in the same manner as it does for the day school program.

Section C. Teachers are employed and assigned on the basis of their area of teaching competency. Extra-pay assignments are ordinarily offered to those people who have exhibited an interest in them and who have the ability to conduct this extra-pay assignment as evidenced by course work or experience. A third factor is the balancing of extra-duty assignments among those people with the interest and ability. Seldom would one individual have more than two (2) extra-duty pay assignments if anyone else has the ability and the interest. Method of appointment to extra-duty pay assignments shall be as follows:

1. A vacancy shall exist when a new position is created, when a person who has held the position leaves or requests not to have the position any longer, or when the District declares the position vacant as set forth in paragraph 6 below. If the extra-pay assignment is held by a non-bargaining unit

member, a vacancy shall exist when the person leaves or requests not to have the position any longer, or when the District declares the position vacant.

2. When a vacancy exists for an extra-duty assignment, the principal shall post appropriate notices in the building soliciting written applications. The vacancy shall not be filled except in case of an emergency and then only on a temporary basis until such vacancy shall have been posted for at least ten (10) days. When a vacancy exists for a coaching position, the position shall be posted district-wide and on the Livonia Public Schools Web site.
3. When more than one (1) person indicates an interest in an extra duty assignment, (other than a coaching position), ability and balance will become the prime factors of consideration. If these are essentially equal, then seniority in the Livonia Public Schools will become the deciding factor, with the person with greatest seniority given preference. Any person denied a position after indicating an interest in the vacancy may request the principal to state the reason(s) for such denial. If there is no one with the ability and interest at a building for a particular extra duty assignment, applications may be sought from other buildings.
4. It is recognized that tenure does not apply to any extra-duty assignment. If the District declares the position vacant based upon the teacher's performance in the extra-duty assignment, then the teacher will be notified sixty (60) days prior to the end of the school year, except that when the assignment extends beyond this date, notification will be by the end of the current school year.
5. An involuntary change in the extra-duty assignment of a teacher shall be for ~~just cause~~ during the school year or preceded by the following at the end of the school year:
 - a. the faithful execution of an evaluation procedure;
 - b. a positive effort to assist the teacher during the next school year in rectifying any professional difficulties noted; and
 - c. the forwarding of a written explanation for the action to the teacher.

Section D. When a teacher takes a leave of absence while holding a position for which compensation is received under Appendix B and/or Appendix C, the teacher shall consult with the building principal or appropriate administrator to determine if the position has responsibilities that need to be fulfilled on an interim basis while the teacher is on leave. If the administrator determines that the position needs to be filled on an interim basis, the teacher shall not receive compensation for the position while on leave and the total Appendix B and/or Appendix C compensation received by the teacher shall be prorated to reflect the length of the leave relative to the length of the position. If the position is filled on an interim basis, the person who assumes the responsibilities of the position shall be compensated on a prorated basis for the length of time he or she does so. It is preferred that the interim person be a teacher covered under the provisions of the Master Agreement.

Section E. Specific job descriptions and qualifications will be developed by the school district for each Appendix B coaching position. LEA members will be interviewed for coaching positions for which they apply. A LEA member who meets the posted qualifications for the vacancy and whose qualifications are essentially equal to non-staff applicants will be considered a strong candidate for the position with particular emphasis on the LEA member's ability to demonstrate characteristics the District values relative to team management, relationships with students, colleagues, parents and the community. The final determination for filling vacant coaching positions ultimately lies with the District administration. Upon request, applicants will receive feedback following the interview process.

The position of head varsity coach held by the same person for five (5) consecutive years will be posted as a vacancy.

Section F. Persons from outside the district will not be assigned any extra-curricular (except coaching positions) or summer school positions as a teacher as long as qualified Livonia Public Schools teachers are available to fill the positions.

Section G. Teachers involved in extra-duty assignments and other activities which are recognized as calling for additional compensation are set forth in Appendix B of the Agreement. All compensation will be in accordance with the provisions of this Agreement.

ARTICLE XXXVI - ADULT EDUCATION/SUMMER SCHOOL AND COMMUNITY EDUCATION

Both parties recognize that there is a wide variety of skills and competencies needed for teachers in teaching Adult Education, Summer School, Driver Education, Swimming, and other programs under the direction of the Department of Community Services.

Factors which must be considered in the selection of personnel for those programs would include teacher aptitude, unique qualifications, and competencies needed for these specific programs. Experience in particular areas, training to teach in these areas, tenure in Livonia, a method of rotation among qualified personnel and seniority in the Livonia Public Schools are also factors to be considered. Guidelines and criteria for the selection of personnel in this area are currently reflected in job postings and employment applications.

ARTICLE XXXVII - SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be as set forth in Appendix D. There shall be no deviation from or change in the school calendar except by mutual agreement of the BOARD and the ASSOCIATION. In the event that a change is required to meet the minimum number of days required to qualify for full state aid, any change shall be mutually established.

ARTICLE XXXVIII - CONTINUITY OF OPERATIONS

Section A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the regular school year and the avoidance of disputes which threaten to interfere with such operations. The ASSOCIATION, accordingly, agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

In the event of a work stoppage by any other group of employees of the Livonia Public Schools, teachers will maintain the same professional services as would be provided under normal circumstances. Their job descriptions may not be changed to include work normally provided by another employee group.

Section B. The BOARD agrees that it will not, during the period of the Agreement, directly or indirectly engage in or assist in the unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

Section C. In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as loss of water, heat, electrical, fire, epidemics, or health conditions as defined by the city, county, or state health authorities, or other "Acts of God", teachers shall not be required to report for their work assignment and the calendar shall be adjusted in order to insure the number of student instruction days required by law.

When school is canceled after being convened for the day, teachers will assist with the release and departure of students and then will be released as determined by the building principal. The BOARD shall be entitled to reschedule any days or portion of days that are lost due to "Acts of God" as defined above. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

Any needed additional days will be added to the end of the school year, delaying teacher workdays accordingly, unless the BOARD and the ASSOCIATION mutually agree otherwise.

Section D. Nothing in this Article shall require the BOARD to keep schools open in the event of inclement weather or other Acts of God. The parties recognize that those inclement weather conditions which are judged severe enough to prohibit the safe operation of buses for the transportation of youngsters shall also be considered severe enough to jeopardize the life, limb, and safety of the district's teachers. In those instances when it is judged appropriate not to operate the district's buses because of severe

weather, the schools shall be closed and teachers shall not be required to report for duty. The Superintendent or designee shall make every effort to announce such school closings one (1) hour before the earliest teacher reporting time by notifying radio/television stations.

Section E. In the event of a decrease in the minimum requirement for the number of hours of student instructional time required for the district to receive full State Aid funding, the parties agree to negotiate over resultant modification in employees' wages, hours, and working conditions.

Section F. In the event a workday is canceled at the end of a semester, a make-up day will be rescheduled unless prohibited by state law.

ARTICLE XXXIX - PUBLIC SCHOOL ACADEMIES

Section A. Notice to the ASSOCIATION

The BOARD will provide notice to the ASSOCIATION of any contact, correspondence, or inquiry regarding a public school academy application made to the district.

The ASSOCIATION and the BOARD agree to provide each other with information of an application to an ISD, Community College, or public university that may operate within the boundary of the school district.

Section B. Information and Consultation

The BOARD agrees to furnish the ASSOCIATION with all available information concerning the application to authorize a public school academy, including but not limited to: the identification of the applicant (s), the proposed members of the academy's board of directors, the proposed articles of incorporation, the purposes of the academy, its proposed bylaws, governance structure, educational goals, curriculum, admissions policies/criteria, calendar and school day schedule, staff responsibilities, and all other relevant information. The BOARD further agrees to meet with the ASSOCIATION representatives to discuss, clarify, or supplement the information provided to the ASSOCIATION. The applicant seeking authorization may be included in these discussions.

Section C. Employees

1. ~~Any bargaining unit member who transfers from a regular position within the district to an academy position shall be permitted to transfer out of the academy to a vacancy for which he/she is certified and qualified, in accordance with the terms of the LEA Master Agreement, Article XXII.~~
2. Any employee of a public school academy authorized by the school district shall be covered under the appropriate terms and condition of the collective bargaining agreement. The parties will meet to negotiate these terms and conditions.

ARTICLE XL – YOUNG FIVES PROGRAM

Section A. The teachers of the Young Fives Program will be paid at the rate of BA Step B x .0008 for each clock hour at work. Young Fives teachers who have ten (10) years or more of service to Livonia Schools will receive a longevity payment of one thousand dollars (\$1,000) for the 2009-10 and 2010-11 school years.

Section B. The teachers will be eligible to participate in the Health Insurance/Fringe Benefits described in Article XIX of the LEA Master Agreement. Teachers who work 20 or more hours weekly (exclusive of preparation time) will have no contribution to the health insurance program. Teachers who work 15-19 hours weekly (exclusive of preparation time) will contribute 20% toward the cost of benefits.

Section C. The teachers will be paid for holidays equivalent to the pay the teacher would receive in their normal work day for Labor Day, Thanksgiving, day after Thanksgiving, Christmas, Christmas Eve, New Year's Eve day, New Year's Day, Good Friday and Memorial Day.

Section D. The sick/personal day allocation will allow teachers to have up to eleven (11) leave days a year. Up to three (3) of the leave days can be used for personal business. Unused sick and personal time will accumulate on a yearly basis in the teacher's sick bank and be added to each teacher's leave bank.

Three (3) days per year from the teacher's sick leave bank may be used for personal business. Personal business days shall be used for non-recreational matters which cannot be postponed or handled on out-of-school time. If at all possible, teachers are expected to inform their principals in advance of the need for personal days. Valid reasons for taking personal business days may include, but are not limited to, the following: court appearance, funeral of a close friend, teacher or family member, graduation, official church holidays, necessary legal needs, approved leave for summer school or workshops, conferences, family wedding, traveling time for such events, and the like.

Section E The practice of maintaining class size similar to the K-3 ratios in place at the elementary levels will continue.

Section F. The current working conditions and work expectations will be maintained. This includes and is not limited to maintaining planning time and receiving additional pay (at the established hourly rate) for required IEP meetings, approved curriculum production work, professional development activities and required parent meetings that are held after school hours.

Section G. The Young Fives teachers will work the same calendar days and have the same professional development hours requirement as the K-12 teachers.

Section H. Young Fives teachers will not accrue seniority in the K-12 program. ~~Young Fives teachers who apply for open, posted positions in the K-12 program, where they are certified and qualified to teach, will be given full consideration for an interview. If the applicants are essentially equal in ability and experience in the view of the District, then the Young Fives teacher will be given priority consideration over outside candidates.~~ Young Fives teachers receiving a position in the K-12 program will be given K-12 salary schedule credit equal to one step for each year in which they taught in the Young Fives program. Teachers scheduled half time in the Young Fives program but less than full-time, and who have taught an average of 25 hours per week or more, will receive .5 steps for each year.

~~When the Young Fives Program is maintained and the District is required by law to have full time kindergarten programs, Young Fives teachers will have an opportunity to apply for teaching positions that are created because of the expansion to a full day. The Young Fives teachers who receive K-12 positions will be placed on the K-12 salary schedule as described above.~~

Section I. Young Fives teachers will accrue seniority in the Young Fives Program based on the date each teacher began teaching in the program. The seniority list will be created by the District and verified by the ASSOCIATION. If the Young Fives teachers have the same hire date, a blind draw will be conducted with representatives from the ASSOCIATION to determine seniority list placement.

~~**Section J.** If it becomes necessary to reduce positions in the Young Fives Program, layoff will occur based on the least senior teacher in the program in the subject areas that must be reduced. Recalls will occur in the reverse order of layoff. Tenured Young Fives teachers who are reduced due to layoff will have recall rights to the K-12 program according to certification and qualifications before non-tenured K-12 teachers are recalled.~~

Section K. Young Fives teachers scheduled to teach four (4) or more hours daily are entitled to a paid 30 minute duty-free lunch period.

Section L. The BOARD shall make payment of insurance premiums for each Young Fives teacher who teaches a minimum of either the morning or afternoon session each day weekly to provide a Long Term Disability policy as outlined in Section E of Article XXI of the Master Agreement between the Livonia Public Schools School District Board of Education and the Livonia Education Association.

~~**Section M.** Young Fives teachers will be evaluated by their supervisor using the approved teacher evaluation process as described in Article XXXI Teacher Evaluation. Notice of evaluation procedure and criteria will be given to each teacher within the first four weeks of the school year. All observations will be scheduled at least 24 hours prior to the observation. Teachers will receive verbal and written feedback on observations. If the District fails to follow the required evaluation procedure and time line during an evaluation period, the teacher's performance for the school year will be deemed satisfactory. Further, if a Young Fives teacher receives a less than satisfactory evaluation, and his/her employment is to con-~~

~~tinue, the teacher will receive specific guidance on which areas need improvement and suggestions and strategies to implement for improvement.~~

~~**Section N.**—Young Fives teachers who apply for supplemental pay positions will receive full consideration for an interview if they meet the minimum criteria for the position and will be given priority consideration for supplemental pay positions before applicants from outside the District, if essentially equal in ability.~~

Section O. Young Fives teachers will be given reasonable assurance of employment for the next school year on or before the last school day of the school year based on projected enrollments.

Section P. Teachers in the Young Fives Program are eligible for LEA membership and will be members of the bargaining unit and, subject to the foregoing, will be entitled to all other provisions and benefits as defined in the LEA Master Agreement except:

- Article IX Qualification/Assignment/Job Description, Section E
- Article XI Workday/Hours
- Article XII Class Size/Member-Student Ratio
- Article XIII Students with Special Education Needs
- Article XV Professional Responsibility
- Article XVII Curriculum Development/Professional Development
- Article XVIII Department Chairpersons/Instructional Materials & Assessment Representatives
- Article XXI Illness/Maternity/Bereavement/Personal Business Days Section A.1, 2, 3, 4, 6, 7, Section B (Young Fives Teachers will qualify for \$10.00 per day for unused days in the employee's sick bank at retirement), Section E and Section F
- Article XXV Retirement
- Article XXVI Seniority
- Article XXVII Transfers, Vacancies, Involuntary Transfers and Promotions
- Article XXVIII Surplus Process, Layoff, and Recall—except for Section B. Rights of Laid Off Teachers—1, 2, 3
- Article XXXIV Compensation
- Article XXXV Extra-Curricular Activities/Compensation

Violation of this Agreement or applicable provisions of the Master Agreement will be subject to the grievance procedure as defined in Article XXXII of the LEA Master Agreement.

ARTICLE XLI – SHARED TIME PROGRAM

1. Each Shared Time teacher will be paid one hour at the rate of BA Step B x 0.0008 for each class period taught.
2. Each Shared Time teacher will be paid at his/her hourly rate for one preparation period for each four classes taught. Computation of preparation time will be done on a weekly basis (i.e., 20 hours/week = 5 paid preparation periods; 10 hours = 2.5). Teachers will receive the above rate of pay for each preparation hour scheduled.

In addition, Shared Time teachers with ten (10) or more years in the Shared Time Program will receive a \$1,000 payment for the 2009-10 and 2010-11 school years.

3. Teachers in the Shared Time Program may elect to be covered by Health Insurance/Fringe Benefits described in Article XIX of the LEA Master Agreement. Teachers who are assigned less than full time will have the cost of the benefits prorated:

<u>Scheduled Weekly Hours, Exclusive of Preparation Time</u>	<u>Employee Contribution</u>
20+	0%
15-19	20%
10-14	40%
5-9	60%
Less than 5	100%

4. Teachers will work the calendar year as determined by the schools involved in the Shared Time Program. Shared Time teachers will receive the same number of “teacher workday” hours as K-12 teachers on a proportionate basis. These hours will be used throughout the year as is necessary to complete workday tasks as dictated by the program and the shared time calendar. Teachers shall not lose pay when classes are canceled at the District because of adverse weather if scheduled to work.
5. If required in-service is provided, Shared Time teachers will be paid hourly at their teaching hourly rate for time spent in attendance. Shared Time teachers will receive the number of professional development hours as required by the State of Michigan. These hours will be used throughout the year based on the shared time calendar.
6. Shared Time teachers will not accrue seniority in the K-12 program. Shared Time teachers will

accrue seniority in the Shared Time Program. ~~Shared Time teachers who apply for open, posted positions in the K-12 program, where they are certified and qualified to teach, will be given full consideration for an interview. If the applicants are essentially equal in ability and experience in the view of the District, then shared-time experience will be given priority consideration over outside candidates.~~ Shared Time teachers receiving a position in the K-12 program will be given K-12 salary schedule credit equal to 1 step for each year in which they were scheduled and taught an average of 25 classes per week or more. Teachers scheduled and teaching more than 12 classes, but less than 25 per week will receive .5 steps for each year.

7. Shared Time teachers will accumulate on a yearly basis the following hours of sick and personal business time. Shared Time teachers may bank unused sick/personal business time up to 200 hours. Up to 20 percent of each year's accrued time may be taken for personal business.

<u>Hours Taught</u>	<u>Sick & Personal</u>
30-35	60 hrs
25-29	50 hrs
20-24	40 hrs
15-19	30 hrs
10-14	20 hrs
5-9	10 hrs
Less than 5	0 hrs

8. From the date of employment until tenure status (years 1-4) a Shared Time teacher will receive three (3) paid holidays a year at his/her FTE status. A teacher who is in his/her fifth through eighth year in the Shared Time Program will receive five (5) paid holidays at his/her FTE status. A Shared Time teacher who has completed nine (9) or more years of employment as a Shared Time Teacher will receive seven (7) paid holidays a year at his/her FTE status. When designated holidays fall on a day when the teacher is not scheduled to work, the teacher will be able to designate a holiday (paid vacation day) during another non paid time off in order to meet his/her designated number of vacation days.
9. All Shared Time teachers will be paid their regularly scheduled hours for up to 5 contiguous days for bereavement purposes in the event of a death in the immediate family. The immediate family is defined as: mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparents or any person in loco parentis. Such time shall not be deducted from annual leave time. When time is requested and needed beyond the bereavement days as described above, the days will be charged to the teacher's sick leave bank, or docked if there are no remaining days in the teacher's sick bank.
10. In December of each school year, the District will provide a seniority list of the Shared Time teachers. The list will include each Shared Time teacher's date of hire, certification(s), and FTE status.

- ~~A teacher's schedule will be filled based on seniority and qualifications. If at all possible, the teacher with the most seniority will receive preference over a less senior Shared Time teacher for extra work.~~
- ~~11. If it becomes necessary to reduce positions in the Shared Time Program, layoff will occur based on the least senior teacher in the program in the subject area that must be reduced. Recalls will occur in the reverse order of layoff.~~
 12. The length of each class period will range from 30 to 55 minutes depending on the needs of the building where the teacher is assigned. Classes in each building will be scheduled with five (5) minutes between classes.
 13. Adequate travel time will be incorporated into the teacher's schedule.
 14. Class size will be determined by the number of students in the classes that are assigned from each building. When combining classes, class size will not exceed 40 students.
 15. It is agreed that it is desirable in Computer Technology classes that one student be assigned to each computer station. It is also agreed that in some cases to accommodate the home school incoming class, it may be necessary to assign two students to a computer station. In these cases, no more than 5 additional students may be added without providing additional adult assistance. For all other classes, the class sizes will be determined by the number of students in the regular classroom from the sending school.
 16. Shared Time teachers scheduled to teach four (4) or more classes daily are entitled to an unpaid thirty (30) minute duty-free lunch period.
 17. Shared Time teachers will be paid their hourly rate for scheduled classes that are canceled by the sending school and teachers will be expected to report for an alternative assignment.
 18. When Shared Time teachers are required to attend activities outside of their scheduled workday, payment for time spent will be based on the established hourly rate. Such activities may include, but are not limited to, Open House, scheduled parent/teacher conferences, meetings with or at sending schools, etc.
 - ~~19. Shared Time teachers will be evaluated by their supervisor using the approved teacher evaluation process as described in Article XXXI Teacher Evaluation. Notice of evaluation procedure and criteria will be given to each teacher yearly within the first four weeks of employment. All formal observations will be scheduled at least 24 hours prior to the observation. Teachers will receive verbal and written feedback on observations. If the District fails to follow the required evaluation procedure and time line during an evaluation period, it will serve as conclusive evidence that the teacher's performance for the school year was satisfactory. Further, if a Shared Time teacher re-~~

~~ceives a less than satisfactory evaluation, and his/her employment is to continue, the teacher will receive specific guidance on which areas need improvement and suggestions and strategies to implement for improvement. It is understood that during the initial year of the program that an interim evaluation instrument may be used. However, the use of such an instrument would not negate time lines and required notifications.~~

~~20. Shared Time teachers who apply for supplemental pay positions will receive full consideration for an interview if they meet the minimum criteria for the position.~~

21. Shared Time teachers will be notified by the first Board of Education meeting in June of their employment status for the next school year. If school closings or other changes from the schools occur after that date, guidelines for layoff, as described in Article XLI, No. 11 will go into effect.

22. Teachers in the Shared Time Program are eligible for LEA membership and will be members of the bargaining unit and, subject to the foregoing, will be entitled to all other provisions and benefits as defined in the LEA Master Agreement except:

Article IX	Qualification/Assignment/Job Description, Section E
Article XI	Workday/Hours
Article XII	Class Size/Member-Student Ratio
Article XIII	Students with Special Education Needs
Article XV	Professional Responsibility
Article XVII	Curriculum Development/Professional Development
Article XVIII	Department Chairpersons/Instructional Materials & Assessment Representatives
Article XXI	Illness/Maternity/Bereavement/Personal Business Days, Section A, 1, 2, 3, 4
Article XXV	Retirement
Article XXVI	Seniority
Article XXVII	Transfers, Vacancies, Involuntary Transfers and Promotions
Article XXVIII	Surplus Process, Layoff, and Recall
Article XXXIV	Compensation
Article XXXV	Extra-Curricular Activities/Compensation
Article XXXVII	School Calendar

Violation of this agreement or applicable provisions of the Master Agreement will be subject to the grievance procedure

ARTICLE XLII — DURATION OF AGREEMENT

This Agreement entered into between the Livonia Public Schools School District and the Livonia Education Association shall become effective upon ratification and Board approval, and shall continue until the 15th day of August 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Since the previous collective bargaining agreement was not to expire until August 15th, 2013, it is understood that the contract provisions outlined in the previous collective bargaining agreement will be incorporated into the new Agreement and in effect until August 15th, 2013.

LIVONIA BOARD OF EDUCATION

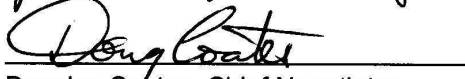

Mark Johnson, President

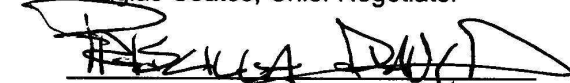

Colleen Burton, Vice President


Dianne Laura, Secretary

LEA NEGOTIATIONS COMMITTEE

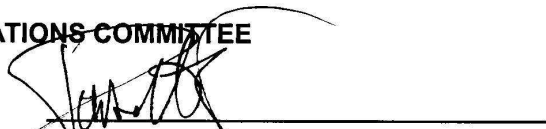

Joanmary Nenninger, President


Douglas Coates, Chief Negotiator

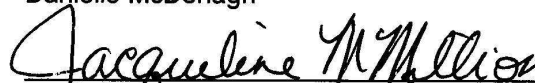

Priscilla David, Director of Bargaining


Daniel Cosgrove


Kelly Eddy


Russell Keberly


Danielle McDonagh


Jacqueline McMillion


Melodie Provencher


Erika Rebbe


Cheryl Ann Robinson
7D Executive Director

Dated this 17th day of
June, 2013

Effective August 16, 2013

APPENDIX A - SALARY SCHEDULE

2013-2015

<u>STEP</u>	<u>BA</u>	<u>MA</u>
0.0	39,005	42,519
1.0	40,567	44,217
2.0	43,408	47,573
3.0	46,247	50,930
4.0	49,088	54,284
5.0	51,927	57,639
6.0	54,764	60,992
7.0	57,605	64,347
8.0	60,446	67,702
9.0	63,286	71,056
10.0	66,762	74,411
11.0	70,661	78,515
12.0		82,984

In Year 2, 2014-2015, all employees shall receive a one-time payment equal to one-half percent (.5%) of their base wages, off schedule, payable in a lump sum in the first pay period of December. There will be a wage reopener (salary schedule and steps) for Year 3, 2015-2016, of the Agreement.

2013-15 Base—\$40,289

BA EXTRA HOURS

11-17 S.H. = BA step + .015 of Base
18-25 S.H = BA step + .030 of Base
26+ S.H. = BA step + .045 of Base

2013-15

\$604
1,209
1,813

Appendix A—Salary Schedule

BEYOND MASTER'S DEGREE

MA + 15 = MA step + .02 of Base	\$806
MA + 30 = MA step + .04 of Base	1611
Ed. Spec. or Equiv. (incl. MSW) = MA step + .06 of Base	2,418
Doctorate = MA step + .08 of Base	3,224

An annual stipend of \$1,000 will be earned by any teacher who has obtained National Board Certification.

NON-DEGREE SALARY SCHEDULE

<u>Years of Experience</u>	<u>2013-15</u>
0	\$33,490
1	34,829
2	37,263
3	39,708
4	42,146
5	44,584
6	47,020
7	49,459
8	51,897
9	54,336
10	57,318
11	59,170

SUBJECT TO VERIFICATION

APPENDIX B - EXTRA-DUTY SCHEDULE

Persons contracted for the following positions shall receive the stated percentage of the Base for 2013-15.

2013-15 BASE—\$40,289

	<u>2013-15</u>
<u>Level A - 13%</u>	
H.S. Head Football Coach	\$5,238
H.S. Head Basketball Coach	
<u>Level B - 12%</u>	
H.S. Head Wrestling Coach	\$4,835
H.S. Head Swimming Coach	
H.S. Head Gymnastics Coach	
H.S. Band (Marching and Stage combined; if split – 60% Marching/40% Stage)	
<u>Level C - 11%</u>	
H.S. Vocal	\$4,432
H.S. Head Track	
H.S. Head Baseball	
H.S. Head Softball	
H.S. Head Hockey	
H.S. Head Soccer	
H.S. Head Volleyball	
M.S. Athletic Director	
<u>Level D - 10.5%</u>	
H.S. Asst. Football	\$4,230
H.S. Asst. Basketball	
H.S. Asst. Swimming	
H.S. Asst. Gymnastics	
H.S. Asst. Wrestling	
M.S. Student Activities and Student Council	

SUBJECT TO VERIFICATION

Appendix B - Extra-Duty Schedule

2013-15

Level E - 10%

H.S. JV Assistant Football	\$4,029
H.S. Tennis	
H.S. Asst. Track	
H.S. Asst. Baseball	
H.S. Asst. Softball	
H.S. Cross Country	
H.S. Asst. Volleyball	
H.S. Yearbook	
Freshman Head Football	
Freshman Basketball	
H.S. Asst. Soccer	
H.S. Asst. Hockey	
H.S. Clubs/Intramurals**	

Level F - 8.5%

Senior Class Sponsor	\$3,425 (plus 1 hour
Junior Class Sponsor	released time)
H.S. Debate	
Freshman Track	
Freshman Asst. Football	
Freshman Volleyball	
H.S. Director of Student Activities	

Level G - 7.5%

M.S. Band	\$3,022
M.S. Vocal	
H.S. Varsity Cheerleading	
H.S. Pom Pon	
M.S. Clubs/Intramurals**	

Level H - 6%

Sophomore Class Sponsor	\$ 2,417
Freshman Class Sponsor	
H.S. Asst. Vocal	
H.S. Golf	
H.S. JV Cheerleading	
Freshman Cheerleading	

SUBJECT TO VERIFICATION

Appendix B - Extra-Duty Schedule	<u>2013-15</u>
<u>Level I - 5%</u>	
H.S. Modern Dance	\$2,014
H.S. Synchronized Swimming	
H.S. Orchestra	
H.S. Forensics	
H.S. Newspaper	
H.S. Literary Magazine	
M.S. Newspaper	
M.S. Orchestra	
M.S. Yearbook	
Elementary Choir	
M.S. Athletic Teams	
Elementary Clubs/Intramurals**	
H.S. Webmaster	
<u>Level J - 4%</u>	
Elementary Service Squad	\$1,612
Elementary Safety Patrol	

** Denotes building allocation.

HIGH SCHOOL DRAMA

Three Act Musical Play

Director	6.5%	\$2,619
Assistant Director	2.5%	1,007
Band Director	2.5%	1,007
Choir Director	2.5%	1,007
Stage Set	1.0%	403
Make-up	1.0%	403
Lighting	1.0%	403
Wardrobe	1.0%	403
Props	1.0%	403

Three Act Play - Non-Musical

Director	6.5%	\$2,619
Assistant Director	2.5%	1,007
Stage Set	1.0%	403
Make-up	1.0%	403
Lighting	1.0%	403
Wardrobe	1.0%	403
Props	1.0%	403

SUBJECT TO VERIFICATION

Appendix B - Extra-Duty Schedule

		<u>2013-15</u>
<u>One Act Play</u>		
Director	4.0%	\$1,612
Stage Set	0.5%	202
Make-up	0.5%	202
Lighting	0.5%	202
Wardrobe	0.5%	202
Props	0.5%	202
Talent Show	1.5%	604

MIDDLE SCHOOL DRAMA - The productions are to be open audition for all students.

<u>Three Act Musical Play</u>		
Director	4.0%	\$1,612
Musical Director	1.5%	604
Stage Set	0.5%	202
Props	0.5%	202
Lighting	0.5%	202
Make-up	0.5%	202
Wardrobe	0.5%	202

<u>Three Act - Non-Musical Play</u>		
Director	4.0%	\$1,612
Stage Set	0.5%	202
Props	0.5%	202
Lighting	0.5%	202
Make-up	0.5%	202
Talent Show	1.5%	604

NOTE: All positions above are for extra-duty without released time, unless otherwise indicated. If released time, other than indicated, is granted for these positions, then the extra-duty pay schedule shall not apply.

SUBJECT TO VERIFICATION

Appendix B - Extra-Duty Schedule

	<u>2013-15</u>
Supervision and control of students as set forth in Article XXXV, <u>per event</u> (BASE x 0.0007)	\$28.21
Noon hour supervision - elementary, Personal fitness sponsor (Hours not to exceed 120 contacts in a school year), <u>per hour</u> (BASE x 0.0005)	\$20.15
Driver education, curriculum production work, extended school services, emergency substitute assignments, <u>per hour</u> (BASE x 0.0006)	\$24.18
Bus Duty, as approved in Article XI, Section B, <u>per hour</u> (BASE x 0.0005)	\$20.15
Approved in-service training activities, <u>per hour</u> (BASE x 0.0005)	\$20.15
Supervision of Overnight Camping, <u>per night</u>	\$58.70

SUBJECT TO VERIFICATION

APPENDIX C - SUPPLEMENTARY SALARY SCHEDULE

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Specialists and Program Specialists	2,746	3,119	3,512
Community School Specialists, Gifted Specialist, Technology Specialists	2,295	2,615	2,935
Directors of Instructional Materials, Secondary Department Chairpersons (with full year release time)*	1,558	1,774	1,994
Secondary Department Chairpersons (with half year release time)*	1,790	2,090	2,390
Secondary School Department Chairpersons (without release time)*, Elementary Literacy Leaders, Elementary Math Leaders, Elementary and Secondary NCA/School Improvement Chairpersons (without release time)	2,022	2,405	2,786

It is understood that all Literacy Leaders, Math Leaders, and NCA/School Improvement Chairpersons shall be compensated at second year level during the 2011-2012 school year, if they held the position in the prior year.

It is understood that the middle school special education department chairperson has been added with the understanding that the chairperson will not receive release time.

Requirements for positions receiving supplemental salary payments and annual increments are that teachers must meet the minimum special certification requirements of the Michigan Department of Education, or have a Master's degree. Teachers who do not meet this requirement may receive only the first two (2) increments.

All supplemental salaries, where applicable, are for the teachers' school year. Additional time, where applicable, shall be in addition to regular salary and prorated to total annual contract.

The salaries of school psychologists in those positions prior to September 1, 1975, are grandfathered in accordance with Appendix C of the 1973-75 Professional Agreement. The salaries of school psychologists and social workers in those positions prior to September 1, 1994, and not covered by the preceding statement are grandfathered in accordance with Appendix C of the extension to the Professional Agreement of 1989-1992.

*plus \$30 per teacher F.T.E. in the department

SUBJECT TO VERIFICATION

**APPENDIX D
2013-14 SCHOOL CALENDAR**

	S	M	T	W	TH	F	S
AUG					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
SEPT	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
OCT	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
NOV	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
DEC	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
JAN	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	11	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1

	S	M	T	W	TH	F	S
FEB	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	1
MAR	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
APR	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
MAY	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
JUNE	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
JULY	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

2013-2014

August 26 Building Professional Development
 August 27 District Professional Development
 August 28 District Professional Development
 August 29 Teacher Workday
 August 30-Sept. 2 Labor Day Recess
 September 3 First Day/Student Attendance
 October 9 Elem. PD Day/Secondary Conferences
 November 1 End of First Marking Period
 November 5 Elementary Workday/Secondary PD Day
 November 13, 14 Elementary Conferences
 November 15 Elementary Conference Comp Day
 November 27-29 Thanksgiving Recess
 Dec 23-January 3 Winter Recess
 January 20 Martin Luther King, Jr. Day—NO SCHOOL
 January 23 End of Second Marking Period
 January 24 Teacher Workday (in-building optional)
 February 17 Midwinter Recess
 February 18 PD Day (1/2 LPS; 1/2 Building)

March 13 Secondary Conferences
 March 27 End of Third Marking Period
 March 28 Elem. Workday/Sec. Conf Comp Day
 April 18-25 Spring Recess
 April 30 Professional Development Day
 May 26 Memorial Day Recess
 June 12 Last day Student Attendance
 June 13 Last Teacher Workday

ELEMENTARY:

173 Student Days 185 Teacher Days
 6 PD Days 5 Teacher Workdays 1 Conf Day

SECONDARY:

174 Student Days 185 Teacher Days
 6 PD Days 3 Teacher Workdays 2 Conf Days

LIVONIA PUBLIC SCHOOLS
2014-15 SCHOOL CALENDAR

REVISED: MARCH 25, 2015

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

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

2014-2015

SUBJECT TO VERIFICATION

- August 25, 2014 Building Professional Development
- August 26, 2014 District Professional Development
- August 27, 2014 District Professional Development
- August 28, 2014 Teacher Workday
- Aug. 29-Sept. 1, 2014 Labor Day Recess
- September 2, 2014 First day of Student Attendance
- October 9, 2014 Secondary P/T Conferences/Elem. PD Day
- November 4, 2014 Elem. Workday/Secondary Prof. Development
- November 12-13, 2014 Elem. P/T Conferences (Wed p.m./Thurs a.m./p.m.)
- November 14, 2014 P/T Conf. Comp Day-No School-Elementary
- November 26-28, 2014 Thanksgiving Recess
- December 22-Jan. 2 Winter Recess
- January 19, 2015 Martin Luther King Day - No School
- January 23, 2015 Teacher Workday-(in building optional)
- February 16, 2015 Midwinter Recess
- February 17, 2015 Prof. Development Day (1/2 LPS; 1/2 Bldg.)
- March 4, 2015 Secondary P/T Conferences
- March 27, 2015 Elementary Workday/Secondary Comp Day
- April 3-10, 2014 Spring Recess
- May 5, 2015 Professional Development Day**
- May 25, 2015 Memorial Day Recess
- June 11, 2015 Last day of Student Attendance
- June 12, 2015 Last Teacher Workday

ELEMENTARY:

- 173 Student Days
- 185 Teacher Days
- 6 Professional Development Days
- 5 Teacher Workdays
- 1 Conference Day

SECONDARY:

- 174 Student Days
- 185 Teacher Days
- 6 Professional Development Days
- 3 Teacher Workdays
- 2 Conference Days

April 29, 2015 - Regular School Day

**APPENDIX D
2015-16 SCHOOL CALENDAR**

	S	M	T	W	TH	F	S
AUG							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
SEPT	23	24	25	26	27	28	29
	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
OCT	20	21	22	23	24	25	26
	27	28	29	30	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
NOV	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
DEC	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
JAN	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
FEB	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

	S	M	T	W	TH	F	S
FEB	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	28	26	27
MAR	28	29	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
APR	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
MAY	24	25	26	27	28	29	30
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
JUNE	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
JULY	19	20	21	22	23	24	25
	26	27	28	29	30	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

2015-2016

August 31	Building Professional Development
September 1	District Professional Development
September 2	District Professional Development
September 3	Teacher Workday
September 4-7	Labor Day Recess
September 8	First Day/Student Attendance
October 8	Secondary Conferences/Elem PD Day
October 30	End of First Marking Period (Elem)
November 3	Elem Workday/Sec PD Day
November 6	End of First Marking Period (Sec.)
November 11, 12	Elementary Conferences
November 13	Elementary Conf. Comp Day
November 25-27	Thanksgiving Recess
December 21-Jan. 1	Winter Recess
January 18	Martin Luther King, Jr. Day—NO SCHOOL
January 28	End of Second Marking Period
January 29	Teacher Workday (in building optional)
February 15	Midwinter Recess
February 16	PD Day (1/2 LPS; 1/2 Bldg.)

March 10	Secondary Conferences
March 25-Apr 1	Spring Break
April 14	End of Third Marking Period
April 15	Elem. Workday/Sec. Comp Day
April 27	Professional Development Day
May 30	Memorial Day Recess
June 16	Last Day Student Attendance
June 17	Last Teacher Workday

ELEMENTARY:

173 Student Days 185 Teacher Days
6 PD Days 5 Teacher Workdays 1 Conf Day

SECONDARY:

174 Student Days 185 Teacher Days
6 PD Days 3 Teacher Workdays 2 Conf Days

APPENDIX D

Teacher Workdays (before school)

This time will be utilized by LEA members for the purpose of preparing for the school year. These preparations may include, but are not limited to: unpacking, classroom set-up, lesson preparation, material organization. Staff meetings will not be scheduled and elementary teachers will not be required to utilize this time to prepare the building master specials schedule with a committee and/or the building principal.

Professional Development Days

Staff meetings can be held on the professional development days either before or after the professional development activity. These meetings will not diminish the duty free lunch nor guaranteed work time as defined above.

APPENDIX E - BENEFICIARY DESIGNATION FORM

In accordance with Article XXXIV of the Agreement between the Livonia Education Association and the Livonia Public Schools School District and superseding any previous instruction, I hereby designate the person/persons named below as my beneficiary/beneficiaries, in the event of my death while an employee of the Livonia Public Schools, to receive all wages due to me by the Livonia Public Schools. I understand that in the absence of alternative beneficiaries, the death of the named beneficiary or divorce of my spouse (husband or wife, if named as the beneficiary), or my termination of employment from the school system and payment of all wages due, voids this Designation.

I also understand that this Designation may be changed only by filing a new Beneficiary Designation Form with the Livonia Public Schools.

PRIMARY BENEFICIARY _____

CONTINGENT BENEFICIARY: _____

(Teacher)

Subscribed and sworn to before me, a Notary Public, this _____ day of

_____, _____.

Notary Public

_____ County, Michigan

My Commission Expires _____

APPENDIX F – CO-TEACHING GUIDELINES/RECOMMENDATIONS
REGARDING ROLES AND RESPONSIBILITIES
October 16, 1996

Effective co-teaching requires collaboration, mutual respect, and communication between the teaching team (general education teacher and special education teacher). Teachers learn from each other. Typically, the general education teacher maintains primary responsibilities in the content area expertise. The role of the special education teacher is primarily to determine and implement methods which will assist the students with disabilities to succeed in the class and to insure that the individual learning needs of the disabled students, per IEP requirements, are met.

Responsibilities of the general education teacher

General Education Teachers need:

1. to better understand the legal obligations involved with certified students, accommodation needed, support available and the responsibility to initiate the contact with special education if the student is not achieving
2. to be knowledgeable about certified and at risk student in class
3. to regularly and routinely monitor progress of the students in the class and implement methods to provide for student's success
4. to assess student's abilities and appropriateness of course placement during first three weeks of semester
5. to contact the special education teacher, if student is not succeeding
6. to collaboratively plan with special education teacher
7. to maintain primary responsibility in the content area expertise
8. to participate in IEPC meetings at the request of the administration or upon the teacher's request and approval of the administration

Responsibilities for Special Education Co-teacher

Special education teachers in co-teaching arrangements need:

1. to be familiar with the district's core curriculum for the class

2. to support content instruction and student achievement with alternative strategies, material, accommodations, and supports for all students in class, regardless of caseload assignments
3. to attend daily session of class where co-teaching arrangement has been assigned
4. to work collaboratively with the general education co-teacher to determine essential course objectives for the students served by special education
5. to be more pro-active in initially giving general education teachers needed information about each student's learning styles, individual education needs and IEP requirements
6. to regularly and routinely monitor progress of the students in the class and implement methods to provide for student's success
7. to determine and implement methods for alternative instructional methods, accommodation techniques, and a variety of methods to measure student learning which will assist the students with disabilities to succeed in the class
8. to work collaboratively with the general education teacher in determining grades of the students with disabilities
9. to work collaboratively in areas of effective classroom management, and behavioral interventions and planning
10. to develop individual classroom contracts with students, general education teacher, parents, and caseload special education teachers as needed regarding progress and problem intervention
11. to assess student's abilities and appropriateness of course placement during first three weeks of semester.
12. to take primary responsibility for communicating with caseload special education teacher and parents of special education students in class

APPENDIX G – VISION PLAN HIGHLIGHTS

Plan Year: September 1 – August 31

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

APPENDIX H – MESSA ABC PLAN I MEDICAL PLAN HIGHLIGHTS

All services must be medically necessary, performed by a qualified provider, and covered under the plan.

DEDUCTIBLES	IN-NETWORK		OUT-OF-NETWORK	
<p>Deductible Maximum <i>(per calendar year)</i> Applies to all services and prescription drug purchases except preventive care and certain preventive prescriptions. When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual. This is mandated by federal law for an HSA-qualified plan.</p>	<u>Single Coverage</u>	<u>2-Person & Family</u>	<u>Single Coverage</u>	<u>2-Person & Family</u>
	\$1,250	\$2,500	\$2,500	\$5,000
<p>Out-of-pocket Cap <i>(per calendar year)</i> Deductibles, charges above approved amount, and charges for services not covered under the plan do not count toward the out-of-pocket cap.</p>	<u>Single Coverage</u>	<u>2-Person & Family</u>	<u>Single Coverage</u>	<u>2-Person & Family</u>
	\$1,000	\$2,000	\$2,000	\$4,000
Lifetime Benefit Maximum	Unlimited		Unlimited	

TYPE OF SERVICE	IN-NETWORK PROVIDER <i>(after deductible)</i>	OUT-OF-NETWORK PROVIDER <i>(after deductible)</i>
Office Visits	100%	80% of approved amount
<p>Free Preventive Prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible and no copayment including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p>	100% coverage No deductible, No copayment	Not covered
<p>Other Prescription Drug Coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, MESSA ABC Rx coverage and copayments apply.</p>	After deductible, MESSA ABC Rx copayments apply up to out-of-pocket maximum	75% of approved amount
<p>Inpatient Hospital •Semi-private room & board <i>(includes supplies & services)</i> •Physician Charges</p>	100%	80% of approved amount
<p>Surgical Services <i>Includes: surgeon, assistant surgeon and anesthesiologist</i></p>	100%	80% of approved amount

TYPE OF SERVICE	IN-NETWORK PROVIDER (after deductible)	OUT-OF-NETWORK PROVIDER (after deductible)
Emergency Care •Emergency Room Facility & Physician charges •Urgent Care	100%	80% of approved amount
Preventive Care — www.uspreventiveservicestaskforce.org Services such as annual exams, screenings, childhood and adult immunizations and preventive drugs including contraceptives <i>*Immunizations provided by a Public Health Department or at A MESSA-sponsored event are considered in-network</i>	100% coverage Not subject to deductible	Not covered (except for mammograms which are covered at 80% of the approved amount after the deductible)
Chiropractic Services including Modalities Up to 38 visits (combination of in-network and out-of-network visits) per calendar year. Some providers may charge more than the approved amount for MESSA-specific benefits	100% of approved amount	80% of approved amount
Diagnostic Lab & X-Ray, Radiation and Chemotherapy	100%	80% of approved amount
Allergy Testing & Therapy	100%	80% of approved amount
Additional Covered Services •Medical supplies and equipment •Ambulance •Hearing Care (<i>plan limits apply</i>) •Skilled Nursing Facility (<i>120 day annual limit applies</i>) •Hospice (<i>limits apply</i>) •Home Health Care	100%	Same as in-network
Human Organ Transplant	100% when authorized and performed at a BCBSM-approved facility (<i>plan limits apply</i>)	Not covered
Mental Health & Substance Abuse Inpatient and Outpatient Care •Mental health care •Substance abuse treatment	100%	80% of approved amount
Outpatient Physical, Occupational, and Speech Therapy Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of approved amount

- Free Preventive Prescription Drugs—A MESSA Value Added Benefit**
 Before members pay anything toward their deductible, MESSA provides 100% coverage for an extensive list of prescription drugs including cholesterol and blood pressure medications, prenatal vitamins, contraceptives, weight loss medications and many more. No deductible. Zero copayment. Members pay **nothing** for these preventive prescriptions.

- **Prescription Drug Coverage**

Group prescription drug coverage is included with this plan. **After applicable deductible is met**, there is a \$2 copayment for generic maintenance medications for specific chronic conditions and diseases. There is a \$10 copayment for all other generics. There is also a \$10 copayment for listed Over-the-Counter (OTC) medications used to treat heartburn and seasonal allergies. There is a \$20 copayment (reduced from \$40) for specific brand name maintenance drugs used to treat diabetes and asthma. There is a \$40 copayment for brand name drugs when no generic product exists. Please refer to your Plan Coverage Booklet for full details, limits and exclusions.

- **Medical Case Management (MCM)**

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through these difficult times by providing flexibility, support and direct involvement in the management of their health care.

- **MESSA Help Lines—NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health-related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.336.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

- **Covered Services and Approved Amounts**

In-Network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible and coinsurance requirements.

Out-of-Network providers may or may not bill BCBSM directly. The member is responsible to the provider for deductibles, and **amounts that are in excess of the approved amount** for the service. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) and 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

ADDITIONAL BENEFITS FOR YOU

- Life Insurance—\$5,000
- Accidental Death & Dismemberment Insurance (AD&D)—\$5,000
- Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY AGREED between the Livonia Public Schools School District (“the School District”) and the Livonia Education Association (“the Association”) as follows:

1. Positions listed under Appendix B of the collective bargaining agreement which are athletic coaching positions may not be split or divided between more than one (1) individual.
2. The following positions which are encompassed by Appendix B of the collective bargaining agreement may be split or divided between two (2) individuals on the terms and conditions set forth in Paragraph 3 of this Memorandum of Understanding:

High School Band	High School Vocal
Middle School Activities and Student Council	High School Yearbook
High School Clubs/Intramurals	Senior Class Sponsor
Junior Class Sponsor	High School Debate
High School Director of Activities	Middle School Band
Middle School Vocal	Middle School Clubs/Intramurals
Sophomore Class Sponsor	High School Assistant Vocal
High School Orchestra	High School Forensics
High School Newspaper	High School Literary Magazine
Middle School Newspaper	Middle School Orchestra
Middle School Yearbook	Elementary Choir
Elementary Clubs/Intramurals	Elementary Service Squad
Elementary Safety Patrol	All High School Drama Positions
All Middle School Drama Positions	High School Modern Dance
High School Assistant Vocal	Freshman Class Sponsor
School Improvement Chairperson	Elementary Literacy Leader (K-4)
	Elementary Math Leader (K-4)

3. Positions set forth in Paragraph 2 of this document may be split or divided between two (2) individuals only in accordance with the following procedure:
 - a. The split or division of the assignment must be approved, in writing, by the building principal and reported in writing to the Director of Human Resources or his/her designee;
 - b. Each individual among whom the duties are being split or divided must sign an appropriate contract provided by the School District, which must set forth the amount to be paid to each individual among whom the duties are being split or divided;
 - c. In the event that such a position is split between two (2) individuals, the School District’s total obligation to pay these individuals is limited to the amount for each such position set forth in Appendix B of the collective bargaining agreement.
4. This Memorandum of Understanding and the collective bargaining agreement constitute the entire agreement of the parties as to these matters, and no other such agreement shall be binding unless in writing and signed by the parties.

LETTER OF UNDERSTANDING

Days/Hours of Instruction

Except as may be negotiated and agreed on by the parties, if the number of days and/or hours of pupil instruction is increased by legislative action, or Department of Education/State Board rule, regulation or directive beyond what is currently required under MCLA 380.1284, or if there is a change in what constitutes, or is counted, as pupil instruction time (e.g., elementary recesses) then notwithstanding any provision of the collective bargaining agreement to the contrary, including Article XI and Article XXXVII teachers shall be required to teach the added hours and/or days of pupil instruction and there shall be no change in the negotiated Appendix A Salary Schedule. The District shall not be obligated to employ additional teaching staff, or to reassign/transfer current teachers from another school building, to meet the added hours, and/or days necessitated by the legislative action or Department of Education/State Board rule, regulation, or directive.

LETTER OF UNDERSTANDING

Kindergarten

It is understood by both parties that Section 6(4)(r) of the State School Aid Act specified that for a district to receive full State Aid, a kindergarten student must be scheduled for one-half the number of hours used for determining full-time equated memberships for pupils in grades 1 to 12. It is further understood that under current State policy, in situations where a district has AM and PM kindergarten sessions, they are considered to be one grade. Consequently, when one session is in attendance and provided instruction, but the other is not, the district may count the day and hours for both sessions. A stipulation to this policy is that districts rotate the days off for both sessions or that both the AM and the PM sessions receive the same number of days and hours of instruction.

In the event that the State, during the period of this contract, determines that a kindergarten FTE be based on the number of hours and days that pupils in each class are actually in session, then the following plan will be implemented:

1. That the AM and PM kindergarten classes will be scheduled concurrently for a whole day or half-day a sufficient number of times to make whole the number of days and hours required to obtain full State funding.
2. On these days, the Board will obtain a substitute teacher to work with the kindergarten teacher while both classes are concurrently being held.
3. The building principal, in conjunction with the kindergarten teacher shall determine the structure and/or activities conducted during these days. Some possibilities may include but are not limited to, field trips, assemblies, community educational walks, learning centers or activities extending outside the classroom, such as; large motor activities in the gym rotating computer periods, story time, etc.
4. Concurrent days must be reflected on the building calendar for the child accounting purposes. They may or may not occur on the actual imbalance day (i.e., bringing both AM and PM classes in during conferences).

If at the time it is necessary to implement the above plan and problems surface that make implementation not possible, the parties will meet to determine agreeable alternatives.

This Letter of Understanding will be in effect for the duration of the Master Agreement.

LETTER OF UNDERSTANDING

Sick/Personal Day Usage

The Board of Education and the Association recognize the need for necessary sick and personal day usage by members. The parties also recognize that significant resources are used when sick and personal days are utilized, and it benefits students and staff if the utilization of these days is minimized.

Based on this understanding, the parties agree to share in cost savings if the number of sick/personal days is reduced. The payments will be calculated as follows:

- At the end of the 2011-2012 school year, the total number of sick and personal days used by all LEA members for that year will be calculated. This total will be compared to the prior year's sick/personal days used. If there are fewer days used in the 2011-2012 school year compared to the 2010-2011 school year, this difference between the current and prior year will be multiplied by \$50 per day. This total amount of money will then be distributed to all LEA members who utilized five (5) or fewer sick/personal days during the 2011-2012 school year and who remain actively employed with the school district when these payments are made.
- This calculation will occur after the 2011-2012 school year and the funds will be distributed in the fall of 2012.

The parties will review the effectiveness of this incentive in fall 2012 to determine whether or not this understanding should be renewed.

LETTER OF UNDERSTANDING

Distance Learning

The Association and the Board recognize the potential for change in the way course content is delivered to students, specifically through distance learning programs that are delivered through online resources.

The Association and the Board also recognize that technology will never replace the traditional teacher. However, in consideration of the potential for such resources to provide individualized instruction and build essential skills that will aid in student academic success, the Association and the Board agree to establish a joint committee to investigate the various options offered and make recommendations for discussion.

~~LETTER OF UNDERSTANDING~~

~~Teacher Evaluation Procedure and Documents~~

~~The BOARD and the ASSOCIATION ratified the teacher evaluation system for Livonia teachers as part of their contract negotiations in June 2011. The ratification took place prior to July 2011 and the passage of PA 100, PA 101, and other subsequent bills related to the teacher evaluation process.~~

~~In order to be in full compliance with the current state law at the time of ratification, the parties mutually agree to add to the ratified teacher evaluation an additional evaluation rating of "Minimally Effective". This is in addition to the existing evaluation ratings of "Ineffective", "Effective", and "Highly Effective". The evaluation documents and all necessary forms will be modified to reflect this addition.~~

~~The parties further agree that since the parties reached mutual agreement on the evaluation system prior to July 19, 2011, the current teacher evaluation procedure will be in place until the expiration of the Master Agreement, August 15, 2013, or beyond. Therefore, this understanding reflects the sole modification to the teacher evaluation system referenced above. The evaluation documents and all necessary forms shall be revised through a joint effort of the parties and these changes shall be communicated to LEA members as soon as possible. It is the intent of the parties that the revision and communication to members be completed no later than December 9, 2011.~~

MEMORANDUM OF UNDERSTANDING

PA 349

The parties hereby agree that, should a court or administrative agency of competent jurisdiction issue a decision that the PA 349 of 2012 is unconstitutional or otherwise not legally effective, then those related provisions deleted from Article V of our 2013-2016 Agreement shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

MEMORANDUM OF UNDERSTANDING

Association Dues Deductions

The parties hereby acknowledge the following:

1. That Michigan Public Act 53 of 2012 requires the elimination of contract provisions dealing with pay deductions for union purposes from the parties' collective bargaining agreement, including those specifically highlighted in the attachment to this memorandum.
2. That the enforcement of that statute was enjoined by order of the United States District Court for the Eastern District of Michigan.
3. That the United States Court of Appeals for the Sixth Circuit has issued an Opinion which found that the injunction issued by the United States District Court for the Eastern District of Michigan precluding the enforcement of PA 53 was not properly granted; and
4. That the United States Court of Appeals for the Sixth Circuit has not yet issued an Order in conformance with its Opinion.

Therefore, the parties agree that the contract provisions dealing with pay deductions for union purposes in the parties' collective bargaining agreement shall remain in full force and effect subject to orders and decisions of courts or administrative agencies of competent jurisdiction.

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