

2012-2014

MASTER AGREEMENT

L'ANSE EDUCATION ASSOCIATION

C.C.E.A/M.E.A./N.E.A.

and

THE L'ANSE AREA SCHOOL DISTRICT

BOARD OF EDUCATION

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PREAMBLE

This Agreement, entered into by and between the L'Anse Education Association, a voluntary unincorporated association or a Michigan corporation, hereinafter called the "Association", affiliated with the Copper Country Education Association, Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the L'Anse Area School District, hereinafter called the "Board".

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms and then only to the extent such specific and expressed terms hereof are in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States .It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect and then only to the extent such specific and expressed terms hereof are in accordance with the Constitution and laws as amended by the State of Michigan, and the Constitution and laws of the United States .All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, and by current Michigan law, for all full-time and part-time certified personnel on tenure and probation, guidance counselors, school librarians, reading therapists, vocational education teachers, special education teachers, school nurses, and nurse's aide instructors employed by the Board (whether or not assigned to a public school building); but excluding the Superintendent, administrative personnel, substitute teachers, and all others not specified above. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

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ARTICLE 2
PROFESSIONAL DUES AND FEES

- A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association.
- E. In the event of any legal action against the Employer 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:
 - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both trial and appellate levels.The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board or agents of the Board for the purpose of complying with this Article.
- F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

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ARTICLE 3
ASSOCIATION, BOARD, AND TEACHER RIGHTS

A. Association Rights

1. Pursuant to Act 379 of the Public Acts of 1965 and current Michigan law, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement, and the Board and the Association agrees to be bound by any lawful order or award thereof.
3. The Association and its members shall have the right to use school building facilities, with the approval of the Administration, at all reasonable hours for meetings, providing they do not interfere with the normal school program. Bulletin boards and other established media of communication shall be made available to the Association and its members.
4. The Board shall place on the agenda of each regular Board meeting as one of the first items for consideration under "new business", any matters brought to its consideration by the Association, provided it has been discussed with the administration first, and so long as those matters are made known to the Superintendent's office by 9:00 a.m. on the Wednesday preceding the regular scheduled meeting.

B. Board Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or the United States. The L'Anse Area School District is a General Powers School District in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a.

1. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - a. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.
 - b. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the provisions of this Agreement. If any provision of this agreement or any application of the Agreement to any

employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

- c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees.
- d. Adopt reasonable rules, policies and regulations.
- e. Determine the number and location or relocation of its facilities, including the establishment or relocations of the new schools, buildings, departments, divisions or subdivisions thereof.
- f. Determine the financial policies, including all accounting procedures.
- g. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- h. Determine the service, supplies and equipment necessary to continue its operation.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the terms of this Agreement. Nothing in this Agreement shall be construed, directly or indirectly, to in any way interfere with the District's obligation to comply with the no Child Left Behind Act or other State or Federal laws, or regulations implementing such laws.

Pursuant to Section 15(7) of the Public Employment Relations Act, an emergency manager appointed under the Local Financial Stability and Choice Act Public (Act 436 of 2012) has the authority to reject, modify or terminate this collective bargaining agreement as provided in the Act. Provisions required by this Act are prohibited subjects of bargaining.

C. Teacher Rights

- 1. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers in this article shall be deemed to be in addition to those provided elsewhere.
- 2. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, membership in the Association or with the activities of any employee organization.
- 3. The Board shall provide the LEA President a copy of the unapproved minutes from all Board meetings. The copy will be placed in the school mailbox of the LEA President within ten (10) working days.

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ARTICLE 4
PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
1. The salary schedule is based upon a normal weekly teaching load as hereinafter negotiated and defined from the first scheduled day of the school year through the last scheduled day. Payroll will be Semi-monthly with payments on the 8th and the 23rd of each month. A teacher may choose to receive his/her pay in 24 Semi-monthly payments, each being 1/24 of the total contract amount; in 19 or 20 Semi-monthly payments, all but the last being 1/24 of the total contract amount, with the last being the total of the remainder due; or 19 or 20 Semi-monthly payments, each to be 1/19 or 1/20 of the total contract amount. Any lump sum payout will be made on the first regular payroll date on or after the last student day. Each teacher shall complete and return to the Superintendent's office, a form stipulating his/her payment preference prior to the end of the first week of school. New teachers will indicate their preference at the time they are employed. In accordance with (2010 PA 323) MCL 408.476 the Employer will pay wages to the employees by direct deposit or by a payroll debit card. The District will provide a written form to each employee allowing the employee to select between direct deposit or a payroll debit card. Employees will have 30 days to return the form with their selection of payment method and the account information necessary to implement direct deposit. Employees who do not return the form will be presumed to indicate consent to receiving wages through a payroll debit card. The District will verify that the terms and conditions of the Payroll Debit Card comply with the WFBA and the District payroll process complies with (2010 PA 323).
 2. Teachers who work less than the full day shall receive salary and retirement and insurance benefits, and sick leave on a pro-rata basis, based on the same fraction of the minutes of the day as that of the day worked.
 3. Any teacher who suffers loss of pay shall be docked 1/number of days on the calendar for that particular school year, i.e. 1/175.
- B. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- C. Proof of completion of hours shall be presented during the periods of September 1 through October 15 and December 15 through January 15 for the purpose of making salary adjustments in cases where additional hours are earned.
- Contract adjustments with respect to the completion of hours or degrees will not be made at any other times during the year. Grade cards or transcripts will be accepted as valid proof of completion. Mid-year adjustments will be prorated. Retroactive salary adjustments will go back only as far as the current fiscal year.

- D.1. LEA members who substitute during a preparation period for a teacher who is absent shall be paid twenty dollars (\$20.00) per class period, or may accumulate one (1) period of Personal Leave time, at the discretion of the substitute teacher except in the case of a scheduled student activity. Hours of accumulated Personal Leave under this article may not exceed one (1) full regularly scheduled school day, and will not be charged to accumulated sick leave, if used. Regulations governing personal leave days as stipulated in Article 11. F. 4 will apply to leave requests.
- D. 2. After two (2) weeks in the same class, LEA members who substitute during a preparation period for a teacher that is absent, shall be paid at his/her hourly rate of pay. (to be determined by dividing the teacher's annual salary by the number of scheduled work days by the number of periods in the school day)
- E. Teachers who participate in the development, writing, implementation, and evaluation of a special long-term project funded through resources of the state or federal government, or by funds allocated within the particular project for such specific purpose will be remunerated in accordance with the guidelines established for such project, provided, however, that prior approval is received from the administration for the submission of such project, and provided such project is funded.
- F. Any teacher who takes over another teacher's class in addition to his/her own will be covered under the article which compensates teachers for substituting. (This excludes classes in the library.)
- G. When the librarian agrees to do assigned library work beyond his/her contracted hours during the school year, he/she shall receive a rate of \$20 per hour.

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ARTICLE 5
TEACHING HOURS

- A. The normal work day for all teachers shall begin 15 minutes prior to the start of classes and shall end 10 minutes after student dismissal time. The normal six (6) or seven (7) period day shall be six (6) hours and 42 minutes. The normal seven period student day shall be seven hours and 12 minutes.
 - 1. On days of delayed opening of school and/or early dismissal, except when teachers are scheduled to remain after student dismissal time for staff meetings, parent-teacher conferences, in-service, etc., the teacher day shall begin 15 minutes prior to the start of classes and shall end 10 minutes after student dismissal.
 - 2. Teachers shall have a duty-free, uninterrupted lunch period of not less than twenty-five minutes.
 - 3. Scheduled staff, or committee meetings, may be held by the Administration or department coordinator, provided notification is received by the staff at least two (2) days prior to the scheduled meeting, or by mutual consent of the president of the LEA and the administration, in addition to the times shown above. Employees who work less than the full day may request to be excused from the meeting.
- B. Duty schedules for staff members who are not engaged in a regular classroom schedule may differ in hours from the above. The time schedule and job description for such staff members will be on file in the Principal's office. A copy shall be given to the LEA President and to each Building Representative.
- C. In the elementary school, when students are assigned to art, music, and physical education, this will be a preparation period for the regular teacher. All grade k-5 teachers shall be guaranteed a minimum of 260 minutes of preparation time per week. Elementary teachers shall be guaranteed at least one (1) thirty (30) minute block for preparation daily. This shall be in addition to recess times if teachers are required to supervise recess and/or detention at any time during the school year.
- D. Full-time teachers may, at their option and with the consent of the Board, participate in a reduced time or job sharing program. The local Association shall be informed of the establishment of all job sharing programs. Written application for such is to be made on the form, agreed to by both parties to this Agreement, available in the Superintendent's office.
- E. The Board of Education may use a block schedule where daily class periods may be longer than stated.

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ARTICLE 6
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. If consolidation with another district is to take place, the Board will negotiate with the Association before any changes are made which would effect Association members.

ARTICLE 7
TEACHING CONDITIONS

- A. Class Size Limits: It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number and the District will strive to keep class sizes within the Maximum-Recommended listed totals and as dictated by the financial condition of the district, the building facilities available, and the best interest of the district as deemed administratively feasible.

<u>Class - Elementary (K-5)</u>	<u>Maximum-Recommended</u>
K-2	25
3	28
4-5	28
Multiple Classroom Situations	25

<u>Class - Secondary (6-12)</u>	<u>Maximum-Recommended</u>
Art	20
Vocational Offices	16
Industrial Arts	Stations Available
Physical Education	30
Health	24
Science	24
Languages	20
Shorthand	24
Computer Lab	Stations Available
Mathematics	25
General Business Education	25
Social Studies	24
English	24
Music	No limit for vocal
Homemaking	Stations Available

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer, from time to time, at the request of either party for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.
- C. The Board shall make available to each school building adequate restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. The lavatory facilities will have adequate ventilation, acoustics and meet basic health standards for cleanliness.

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- D. All teachers shall be entitled to a duty-free uninterrupted lunch period. In the event, however, that qualified personnel cannot be found to be hired for supervision responsibilities during this time, the teacher who assumes this responsibility shall be paid at a rate of twenty dollars (\$20.00) per hour.
- E. The Board shall continue its efforts to provide staff members with improved telephone facilities and shall likewise provide access to a telephone for members of the staff who conduct athletic activities in the high school building after the completion of the regular school day. Telephone facilities shall be made available to teachers for their reasonable use from 8:00 a.m. until 4:00 p.m. daily. No personal long distance calls will be charged to the district.
- F. The Board will establish a Teacher Work Room other than the current lounge lunchroom within the High School with an outside phone line. An outside phone line will be established in the elementary lounge. Furnishings will be provided from current inventory and considering available funds. Room assignment will be at the discretion of the administration.
- G. Designated parking areas shall be made available to teachers for their exclusive use on a first-come/first-serve basis.
- H. Teachers shall be paid \$0.40 per mile for travel which is authorized or requested by the Board. This amount will be paid to the teachers within 30-days.
- I. When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. No teacher shall be required to administer medication to a student.
- J. Personal Items Brought to Work
 - a. All personal items may only be brought to school with the express written consent of the administrator. These items may include but are not limited to electronic items such as computers, books, paper goods, educational items, hardware shelving, or other items not listed here. These items must be for educational use in the employee's classroom or used in a lesson. Employees covered under this contract agree to indemnify and hold harmless the District for all personal item brought to school that have not been reported or items not intended for educational use.
 - b. The employer shall reimburse the employee for the loss, damage, or destruction of personal property which is job related, not covered by insurance, which was used on school premises when the loss, damage or destruction is not the result of the employee's negligence. The employer is not responsible for normal wear or tear, lent or borrowed items, or from electronic equipment being infected with viruses from the school network. The employee shall immediately report to the Superintendent all incidents involving property damage, The employee shall receive reimbursement for the amount of deductible or \$500 whichever is the lesser amount. The maximum reimbursement is limited to \$500 per person per year.
- K. For contract language regarding classroom visitation by parents or legal guardians see Board policy.

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ARTICLE 8

VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position, or an open position due to retirement, or an open position due to transfers.
- B. Vacancies occurring within the bargaining unit shall be posted in a designated area of each district building and a copy of such posting sent to the Association President. Any qualified bargaining unit member may apply for such positions by submitting a written application to the Superintendent of Schools within three (3) school days of the posting date. During the summer recess, copies of all postings shall be placed on the bulletin boards and shall be sent to each building representative, the President of the Education Association, the UniServ Director and all staff members who have provided the School District with stamped, self-addressed envelopes. E-mail applications are acceptable.
Postings shall contain the following information: grade level, educational qualifications, building, educational specialties (if desired, or required), and subject area.
Bargaining unit members will have three (3) school days following a vacation period during the school year to apply for positions posted during the vacation period
- C. Promotion as defined in this Agreement, shall mean placement within a position of the bargaining unit with additional responsibility and with additional compensation over and above the regular teaching assignment. This promotion specifically refers to Department Heads/Coordinators.

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ARTICLE 9
REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL

- A. It is hereby recognized that it is within the discretion of the Board to reduce its educational program, curriculum, and staff.
- B. During said layoff a teacher shall not receive insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums, therefore, at the payroll office. Also, the teacher's seniority shall remain unbroken despite such layoff, and his/her accumulated sick leave shall not be canceled but shall remain credited to him/her.
- C. Seniority shall be prorated according to time worked.

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ARTICLE 10
SICK LEAVE BENEFITS

A. Amount, Accumulation and Retirement Status.

1. All full-time teachers employed by the L'Anse Area Schools shall be credited with eleven (11) sick days per year. Teachers employed less than full-time will receive a pro-rated number of days based on the scheduled assignment.
2. Unused sick leave shall accumulate to 180 days.
3. Payment of accumulated sick leave shall be made to the teacher in the three consecutive Januarys following retirement in approximately equal installments, provided that said teacher has been an employee of the District for a period of at least five consecutive years prior to retirement. Unused sick leave shall be paid at \$100.00 per day up to a maximum of One hundred seventy four (174) days. An employee eligible for this provision must be eligible for retirement as stipulated by the Michigan Public School Employees Retirement Act.
4. After ten (10) years of teaching in the District, accumulated sick leave shall be payable to the teacher's designated beneficiary or next of kin upon the death of the teacher, with the amount to be capped at \$50.00 per day up to a maximum of One hundred seventy four (174) days. Payment will be made immediately following the teacher's death.

B. Sick Leave Bank.

1. A sick leave bank is hereby established utilizing the existing assets of fifty (50) days.
2. In addition to the above, each tenured member or five year member of the bargaining unit may choose to voluntarily contribute one (1) sick day. At the beginning of each school year thereafter, each teacher who has chosen to participate will contribute one (1) sick day, until a level of 200 total days in the bank has been reached or exceeded. The teachers will not contribute any more days until such time as the total number of days in the bank falls below ninety (90) at which time contributions by teachers will then be used to bring the days in the bank up to at least two hundred (200) days again.
3. The bank will be replenished on October 15 of each year when the total number of days falls below the minimum number mentioned above.
4. A Sick Bank Committee consisting of two representatives of the Board, one being the superintendent of schools, and two representatives of the Association, one being the president of the L'Anse Education Association, may adopt such rules and regulations as may be necessary to administer the sick leave bank with the following restrictions:
 - a) Members must have exhausted all of their accumulative sick leave days and their personal days before receiving benefits from the sick bank. Sick leave will then be made retroactive if approved by the Committee.
 - b) No more than ten (10) days may be borrowed at one time. Additional days may be borrowed, but the total number of days loaned out to any one member shall be determined by the Committee.
 - c) Members borrowing from the bank must repay the bank all days borrowed as soon as possible. The members will pay the days back out of sick leave credited at the beginning of each school year upon returning to teaching.
 - d) In the event of death or retirement due to health reasons of the member, the loan shall be canceled.

- e) Anyone leaving the system owing the bank sick days, except as stated in "d" above shall repay the bank by reimbursing the L'Anse Area Schools a sum equal to a substitute teacher's wages for each day that a substitute was employed to fill the vacancy caused by the member's absence. The actual days that were contributed by the member leaving, however, do not have to be paid back.
 - f) If a teacher has chosen not to participate in the system within thirty (30) days of becoming a tenure teacher with the L'Anse Area Schools or a five year member of the LEA, he or she will be ineligible to use the sick bank.
 - g) Application to the bank must be made in writing to the Superintendent of Schools. A doctor's statement must accompany the application stating the expected date of return to teaching.
 - h) Probationary teachers may not participate in the bank, but upon receiving tenure, may join the bank within thirty days (30 days) by contributing two (2) days to the bank.
 - i) The decision of the Sick Bank Committee concerning the loaning of days shall be final and not subject to the grievance procedure.
 - j) The Sick Bank Committee shall furnish the Association and the Board an annual report on the status of the Bank.
 - k) Sick bank days may not be used to supplement Worker's Compensation Benefits.
- C. Sick leave may be used for personal illness or accidental injury including the period of personal disability and incapacitation due to pregnancy, childbirth and recovery or complications there from. All teachers aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. The Board of Education reserves the right to require a doctor's statement if there is a suspected misuse of sick leave.
- D. If an employee produces medical evidence of an inability to accept the transfer, the employee may be required to provide additional doctor's statements prior to the start of each semester attesting to the employee's continued inability to perform the assignment.
- E. Any regular employee of the school system who sustains an injury or occupational disease arising out of, and in the course of, any employment with the District, shall be continued on the payroll to the extent of one's sick leave reserve, provided that where income is received under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain the employee's regular gross salary or wage for a period not to exceed the number of days in the employee's sick leave accumulation. When the Board supplements the teacher's income under the Worker's Compensation Act, the sick leave accumulation shall be reduced equal to the proportion of the regular salary paid by the Board.

- F. Leave of absence chargeable against sick days shall include:
1. Illness or medical treatment in the immediate family. Dental appointments, eye appointments, and other appointments of this type should be scheduled after school hours, on weekends, or during vacation periods. Immediate family to be defined as for section F-1 is (parents, foster-parents, spouse, child, grandparents of employee and spouse, a dependent in the immediate family, sister, brother, grandchild, parent of spouse, spouse's foster parents, spouse's child and spouse's grandchild).
 2. Emergency illness in immediate family (as defined for section F-1 is (parents, foster-parents, spouse, child, grandparents of employee and spouse, a dependent in the immediate family, sister, brother, grandchild, parent of spouse, spouse's foster parents, spouse's child and spouse's grandchild), to enable teacher to make arrangements for necessary medical and nursing care shall be limited to ten days. Additional days may be approved by the Superintendent.
 3. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants it. Pre-approval of leave by administration necessary for those not listed in immediate family definition in Article-12, Section-A, Part-1.
 4. Three (3) days per year for personal use. The number of teachers granted personal day leave on any one day will be determined by the availability of substitute teachers. Requests for Personal Day must be submitted in writing at least three (3) days prior to the day's leave of absence.
 5. Personal leave before and after a holiday recess and the first and last week of school must be accompanied by a written reason for administrative approval. Personal leave may accumulate to 5 days. No more than 3 consecutive personal and/or compensatory leave days can be used.

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ARTICLE 11
LEAVES OF ABSENCE

The Board agrees at all times to maintain an adequate list of qualified substitute teachers. Teachers who cannot be in school, will call their principal as soon as possible to report unavailability for work. If at all possible, a teacher shall notify the principal before the day of an anticipated absence. Once a teacher has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute teacher.

1. It shall be the duty of the administration to notify the substitute of all the duties of the teacher for that day or days.

Paid Leaves

- A. Leaves with pay not chargeable against sick days subject to administrative approval shall include:
 1. Death in immediate family of the teacher.
immediate family shall be interpreted as parents, or foster parents, spouse, child, sister, brother, grandparent, grandchild, corresponding relative of the teacher's spouse, or a dependent of the immediate household.
 2. Jury Duty - A teacher who serves jury duty during his/her regular scheduled workday will be paid the difference between the jury duty pay and his/her regular pay if the jury duty pay is less. If the employee is excused as a juror in sufficient time to report for work in the afternoon, he/she will be required to do so.
 3. Court appearances as a witness in any case connected with the teacher's employment, or school, and whenever a teacher is subpoenaed on behalf of the school district or pre-approval has been obtained from the District for non-related school district affairs to appear at a hearing or in court.
 4. Approved visitation to other schools, or for attending educational conferences and conventions.
 5. Administrative Leave - For special reason and with just cause, administrative approval may be granted to any teacher for requested leave.
 6. A delegated teacher shall be released from regular duty without loss of salary or without time being charged against sick days or personal use days for the purpose of participating in area, district, regional and state meetings of the Michigan Education Association, subject to the approval of the President of the Association and the Superintendent. A maximum block of two (2) days per school year shall be designated for miscellaneous Association business.

Unpaid Leaves

- A) Leaves without pay may be granted with administrative approval for the following reasons:
1. Any person whose personal illness exceeds his/her maximum sick leave shall be granted a leave of absence, without pay. Leave under Article-12 will also be without benefits unless the specific benefit continues as stated in the Agreement or the benefit may continue in accordance with State or Federal Laws (in accordance with FMLA), for such time as is necessary to complete recovery from such illness. Upon return from leave, a teacher shall be allowed to resume and continue the job he or she held prior to the taking of the leave, provided the Teacher returns at the conclusion of the FMLA authorized leave (i.e., up to 12 workweeks). If a Teacher's on FMLA exceeds the FMLA leave period, the Teacher shall be returned to any open vacancy for which the Teacher is qualified, at the District's discretion. If a teacher is on a leave other than FMLA leave, upon return from such leave, provided that a job is available for which the Teacher is qualified, a Teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.
 2. Leaves without pay may be granted for personal reasons.
 3. Personal days without pay in the amount of five (5) days per teacher per school year.
- B) Teachers requesting unpaid leave for the reasons listed in sub-sections 1 to 5, inclusive, shall make application as soon as possible and at least three months in advance of the start of the requested leave time. Leaves without pay may be granted with Board approval for the following reasons:
1. Study related to teacher's licensed field.
 2. Study to obtain teacher certification or license in field other than the one now held.
 3. Study, research, or special assignment that will benefit the school system. Upon return from the three aforesaid leaves a teacher , provided that a job is available for which the Teacher is qualified, a Teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.
 4. Exchange teaching. An additional year may be granted with Board approval. Seniority and sick leave accumulations shall be retained. The Board reserves the right to determine whether or not a salary increment increase shall be granted.
 5. A military leave of absence shall be granted to any teacher who shall be inducted for any military branch of the armed forces of the United States. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during that period, and shall receive all rights and benefits accorded by state or federal law. Those persons who desire to enlist in the service may apply for leave of absence in accordance with the provisions of this contract.

11.2

6. Child Care Leave - The Board shall grant to any teacher a leave of absence following the birth of a child by a spouse or teacher for the purpose of remaining at home up to one (1) year.
 - a. Reinstatement shall be to the teacher's former position provided the Teacher returns at the conclusion of the FMLA authorized leave (i.e., up to 12 workweeks). If a Teacher's on FMLA exceeds the FMLA leave period, the Teacher shall be returned to any open vacancy for which the Teacher is qualified, at the District's discretion.
 - b. A teacher on child care leave of absence shall be given credit on the salary schedule for all time spent on such leave (not to exceed one semester).
 - c. A teacher has the right to continue on the group insurance plans at his/her own expense subject to the underwriting regulations of the insurance carrier.

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ARTICLE 12
INSURANCE PROTECTION

- A. The Board will limit its expenditures for employee "Medical Benefit Plans" to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act)

The Medical Benefit Plan is MESSA CHOICES.

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 4, as described below for an employee "Medical Benefit Plan" for two coverage years of twelve (12) months (July 1, 2012 through June 30, 2014) provided the individual is employed full-time, employees less than full-time will be prorated accordingly as described in applicable Sections of Article-12.

Employees may select a "Medical Benefit Plan" from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).

The Board provided premium contributions for any employee's applicable "Medical Benefit Plan, (Single, Two-Person or Family) Plan-A (Pak-A, Part-1), shall be not more than 80% of the total annual costs of, the actual annual premium amounts charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs for the period from 7/1/2012 to 6/30/2014.

"Medical Benefit Plan", - (PAK-A, Part-1) Coverage Years from July 1, 2012-June 30, 2014:

Medical:	MESSA Choices
OV/UC/ER Copay:	\$20/\$25/\$50
RX Drug Copay:	\$10/\$20
Deductible:	In-\$500/\$1000, Out-\$1000/\$2000

Board Paid "Medical Benefit Plan" (PAK-A, Part-1) Annual Coverage Years Maximum Premium for the 2012-2013 and 2013-2014 Coverage Years:

Board Paid Maximum Annual Premium Payment for Full Time Employees for Coverage Years July 1, 2012 through June 30-2014:

Family Plan: \$ 80.0% of the total monthly premium.

Two Person Plan: \$ 80.0% of the total monthly premium.

Single Subscriber Plan: \$ 80.0% of the total monthly premium.

12.1

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid "Medical Benefit Plan" annual coverage year maximum premiums (PAK-A, Part-1) shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the "Medical Benefit Plan".

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee "Medical Benefit Plan" (Pak-A, Part-1).

(Non-Medical Benefit Plan – Benefit Options)- (PAK-A, Part-2) 2012-2013 and 2013-2014:

For Employees who qualify to receive and elect the "Medical Benefit Plan" - (Pak-A, Part-1):

The Board agrees to provide (Non-Medical Benefit Plan-Benefit Options) for (PAK-A, Part-2) as negotiated and listed below) and monthly premium payments from September 1, 2012 through June 30, 2014, as described below for twenty two (22) months provided the individual is employed full-time, employees less than full time will be prorated accordingly as described in the applicable Sections of Article-12. For employees who work less than the applicable positions work year due to being hired after the contacted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

(PAK-A, Part-2) (Non-Medical Benefit Plan- Benefit Options)

Non-Medical Benefit Plan-PAK-A (Part-2):

Dental:

- Class I: 80%
- Class II: 80%
- Class III: 80%
- Annual Max: \$1,000
- Class IV: 80%
- Lifetime Max: \$1,300
- Riders: 2 Cleanings

Vision: VSP 3 Plus

Life Insurance: \$5,000

AD&D Coverage: \$5,000

The Board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee (Non-Medical Benefit Plan-Benefit Options) (PAK-A, Part-2) from September 1, 2012 through June 30, 2014:

Board Paid Maximum Annual Premium Payments for Full Time Employees from September 1, 2012 through June 30-2014:

Board Paid Maximum Premiums for (PAK-A, Part-2) (Non-Medical Benefit Plan- Benefit Options):

Family Plan: \$ 100.0% of the total monthly premium.

Two Person Plan: \$ 100.0% of the total monthly premium.

Single Subscriber Plan: \$ 100.0% of the total monthly premium.

(PAK-B): For Employees who qualify for the "Medical Benefit Plan" (PAK-A, Part-1) and do not elect the "Medical Benefit Plan" (PAK-A, Part-1):

The Board agrees to provide (Non-Medical Benefit Plan-Benefit Options) for (PAK-B) as negotiated and listed below) and monthly premium payments from September 1, 2012 through June 30, 2014, as described below for twenty two (22) months provided the individual is employed full-time, employees less than full time will be prorated accordingly as described in the applicable Sections of Article-12.

(Non-Medical Benefit Plan-Benefit Options) - (PAK-B) Coverage Year September 1, 2012 –June 30, 2014:

Dental:

Class I: 80%
Class II: 80%
Class III: 80%
Annual Max: \$1,000
Class IV: 80%
Lifetime Max: \$1,300
Riders: 2 Cleanings

Vision: VSP 3 Plus

Life Insurance: \$5,000

AD&D Coverage: \$5,000

The Board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee (Non-Medical Benefit Plan-Benefit Options) (PAK-B) from September 1, 2012 through June 30, 2014:

Board Paid Maximum Premiums for (PAK-B) (Non-Medical Benefit Plan- Benefit Options):

Family Plan: \$ 100 .0% of the total monthly premium.

Two Person Plan: \$ 100 .0% of the total monthly premium.

Single Subscriber Plan: \$ 100 .0% of the total monthly premium.

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid "Medical Benefit Plan" annual coverage year maximum premiums for (PAK-A, Part-1) and "Non-Medical Benefit Plans-Benefit Options (Pak-A,-Part-2) and "Non-Medical Benefit Plans-Benefit Options (Pak-B) annual premium costs not covered by the Board paid portion of the premium shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the "Medical Benefit Plan".

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee "Medical Benefit Plan" (Pak-A, Part-1), and employee Non-Medical Benefit Plan-Benefit Options for(Pak-A, Part-2) and (Pak-B) .

Coverage will be provided for a full twelve month period or as negotiated for the employee and his/her entire family and any other eligible dependents as defined by MESSA and PA 152 Of 2011.

Any employee not electing the "Medical Benefit Plan" health care protection as provided above, may, upon written application; receive PAK-B and a cash option plan in the amount of \$500.00 per month under the MESSA Optional All program.

- B. A prorated equivalent of insurance cost shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees.
- C. The insurance coverage for a teacher shall be continued on a prorated basis in proportion to the percentage of the school year completed when the resignation takes effect, provided the following conditions have been met:
 - 1. The teacher has been or would have been offered a contract for the succeeding year(s), or
 - 2. The teacher was not offered a contract solely because of staff reduction in accordance with this Agreement.

A teacher eligible for the extended insurance coverage agrees to extend any remaining salary payments throughout the period in which the insurance coverage is continued.

12.4

- D. General provisions governing insurance coverage include:
1. The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.
 2. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers.
 3. Employees who have Board-provided insurance are responsible to contact insuring carrier within thirty (30) days of termination for conversion provisions available after termination.
 4. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his or her behalf for failure to comply with this paragraph.
 5. An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within thirty (30) days of his or her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 6. To the extent permitted by law, the Board will administer the benefits provided under the terms of this contract on a tax free basis to members of the bargaining unit.
 7. No change in benefits provided in this contract will be made in consideration of the Internal Revenue Code, or otherwise, unless such change is collectively bargained.
- E. Insurance benefits are provided through a cafeteria plan. Copies of the plan available in the school business office.

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ARTICLE 13
PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that teachers are not charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide local counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. Any complaints by a parent of a student toward a teacher must be directed to the building principal and shall be in written form and be promptly called to the teacher's attention. All complaints brought against a teacher must be brought to the attention of the teacher immediately and must be signed by the complainant.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. A teacher may remove a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. Said student will report to his/her building principal and in such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full written particulars of the incident. Final disposition of any student disciplinary case, however, will always be made by the principal. The principal will communicate to the teacher, in writing, that the discipline referral is being addressed.
- G. A teacher shall not be responsible for any activity connected with collections of money for any purpose unless he/she volunteers to do so.
- H. A teacher shall not be assigned to supervise students of the opposite sex in any locker room facilities.
- I. For contract language regarding grade changes see Board policy.

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ARTICLE 14
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, or regulation of the Board which violated the express terms of this contract, may be processed as a grievance within fifteen (15) calendar days of the occurrence as hereinafter provided. Any matter being pursued through the Tenure Commission shall not be the basis of any grievance filed under the procedure outlined in this article.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Appendix H-1, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within fifteen (15) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of it in writing within fifteen 15 days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the Grievance, or if no disposition has been made within three (3) school days of such meeting or six(6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within fifteen (15) school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, by the Superintendent or his/her designee, or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the full Board. The grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association Executive Committee to determine whether the grievance will advance to arbitration.
- F. If the Association is not satisfied with the disposition of the grievance by the full Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration within 30 days before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Arbitrator shall be limited by the following:
 - 1. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to reply on evidence not previously disclosed to the other party.
 - 2. The arbitrator shall have no power to alter, add to or subtract from, disregard, alter or modify the terms of this Agreement.

3. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 4. The arbitrator shall have no power to establish salary/wage scales or change any salary/wage.
 5. The arbitrator shall have no power to interpret State or Federal law except as may be necessary to determine whether a grievance is arbitrable.
 6. The arbitrator shall have no authority to decide a matter which is excluded from the grievance procedure.
 7. The arbitrator shall have no power to award interest or punitive damages.
 8. The arbitrator shall have no power to award relief retroactive to a previous school year.
 9. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may specifically conditioned by this agreement.
 10. All arbitration hearings shall be held in the school district.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties
- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such a grievance prior to the end of the school term or as soon thereafter as possible.
- I. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he 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 interest of the teachers shall be the sole responsibility of the Association. It is recommended that a conference with the building principal and/or superintendent be held prior to initiating formal grievance procedures.

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ARTICLE 15
TEACHER RESPONSIBILITIES

- A. The teachers agree to abide by the following specific teacher responsibilities:
1. It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that are not in conflict with the terms of this Agreement. It is neither the function nor the right of the Association or individual teacher to assume administrative responsibilities.
 2. It is the responsibility of the Association and each individual teacher as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district.
 3. Teachers are required to be in their classrooms unless otherwise assigned during all their scheduled classes unless an emergency arises, in which case arrangements should be made for supervision of students.
 4. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evolution of a K-12 curriculum:
 - a. Faculty meetings
 - b. Pilot projects and curricular innovations for experimentation with new methods and/or materials.
 - c. Grade level meetings to discuss current policy, develop budget requests, or coordinate teaching efforts in a subject area.
 - d. Discussion periods with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
 - e. Previewing audio-visual materials.
 - f. Examination of new texts and teaching equipment.
 - g. Reading professional journals.
 5. Attendance at all school functions held during the normal school day such as assembly programs, concerts, pep sessions, staff or grade level or departmental meetings, etc., is compulsory. Also, attendance at school functions outside the normal school day such as athletic contests, band concerts, Honors Convocation, Commencement activities, etc., is highly desirable.
 6. Lesson plans should be written which are concise and clear, and which could be followed reasonably well by a substitute teacher. They should meet the needs of pupils on different levels of ability.
 7. Teachers should at all times carry out responsibilities and duties conscientiously, such as advisorships of classes and other organizations, hall and recess supervision, etc., which are expected of teachers.
 8. Teachers should make every effort to meet with parents for conferences to discuss pupil learning problems and other items of mutual concern, during conference hours or before and after school.
 9. Objective evaluation of the progress of each pupil.
 10. Observation of pupils in a variety of circumstances and recording of pertinent information for discreet use by teachers, counselors and principal.

11. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.
12. Extra-curricular activities contribute to the formal course of study, help maintain pupil morale and assist in establishment of good school-community relations. These duties should be shared by all faculty members.
13. Completion of designated clerical duties such as attendance sheets, office questionnaires, etc., completely and on time. The Board shall not require the CA60 forms to be processed and signed until the last day of each semester. The above are educational responsibilities of all professional personnel. Violations of these responsibilities should never occur; however, if violations of the above responsibilities occur to the extent that the administration feels they detract from the overall educational program, an administrative reprimand would be made part of the evaluative process and would result in a condition of employment.

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ARTICLE 16

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a Professional Study Committee composed of Teachers, selected by the Association, and School Board members working with the superintendent and principals of the school district. The Professional Study Committee shall investigate matters of mutual concern for the improvement of education. The Professional Study Committee shall meet a minimum of three (3) times a year, the first meeting to be scheduled before October 1st of the first semester. It shall be the joint duty of the Superintendent and the Association Committee Chairperson to schedule these meetings and develop the agenda.
- B. The Professional Study Committee shall be established to study such matters as:
1. Creating special job descriptions.
 2. Evaluating special curriculum programs.
 3. General curriculum development which would affect the continuing excellence of the L'Anse Area Schools.
 4. Inservice meetings or workshops.
 5. General school policies.
 6. Each teacher is encouraged to submit an idea/improvement to the Professional Studies Committee.

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ARTICLE 17
SCHOOL IMPROVEMENT

- A. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans. School Improvement shall be in accordance with Section 1277 of the Revised School Code.
1. Participation by the employee is voluntary.
 2. If meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. If SIP meetings or activities are mandatory and are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at his/her hourly rate for all time spent beyond the regular work day/year. Work scheduled beyond the regular work day/year shall be voluntary on the part of the employee unless modified by a specific provision of this agreement.
 3. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board unless such modification is necessary to come into compliance with new or amended State or Federal School Laws, Labor Laws or Mandated General Laws.

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ARTICLE 18

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 2012, and shall continue in effect for two (2) years. The termination date shall be midnight June 30, 2014.

BOARD OF EDUCATION
Chairperson

EDUCATION ASSOCIATION
Chairperson

Copies of this Agreement shall be sent electronically by the Board and presented to all teachers now employed or hereafter employed by the Board.

*Board Negotiating Team

18.1

ARTICLE 18

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 2012, and shall continue in effect for two (2) years. The termination date shall be midnight June 30, 2014.

BOARD OF EDUCATION
Chairperson

EDUCATION ASSOCIATION
Chairperson

	_____	•	<i>Michelle Seppanen</i>
1.	<i>James A. [Signature]</i>	•	<i>Mark Smith</i>
2.	<i>Ann [Signature]</i>	•	<i>Barbara [Signature]</i>
3.	<i>[Signature]</i>	•	<i>Dora C. Cichony</i> <i>Betty Cangemi</i>

Copies of this Agreement shall be sent electronically by the Board and presented to all teachers now employed or hereafter employed by the Board.

*Board Negotiating Team

18.1

APPENDIX A
Salary Schedule A
2012-2014
Longevity Allowance
(Experience in L'Anse System)

2012-2014

Note: For Employees Hired before July 1, 2013

	2012-2013	2013-2014
10 years experience = 3.5% of Step 1, Column 1 =	\$ 1,170 +	1,182
15 years experience = 3.5% of Step 1, Column 1 =	\$ 2,340 +	2,364
20 years experience = 3.5% of Step 1, Column 1 =	\$ 3,510 +	3,546

Note: For Employees Hired after June 30, 2013

	2013-2014
15 years experience = 3.5% of Step 1, Column 1 =	\$ 1,158
20 years experience = 3.5% of Step 1, Column 1 =	\$ 2,216
25 years experience = 3.5% of Step 1, Column 1 =	\$ 3,474

Credit for teaching experience outside this school district may be allowed whenever the prior service of the teacher is deemed satisfactory, at the sole discretion of the Board.

Promotion to the MA/MS and MA/MS plus scales will be limited to teachers attaining the degree in a related field. Such determination shall be made by the Superintendent of Schools. (This does not apply to anyone paid on the MA/MS or MA/MS plus scales in 1996-97.)

Only hours earned after the completion of an MA/MS degree requirements shall be counted to determine promotion to the MA/MS plus scales. (This does not apply to anyone paid on the MA/MS scales in 1996-97.)

The school nurse/nurse aide instructor shall receive a salary of 100% of the equivalent experience step on the teacher's BA-BS schedule providing he/she has a BS degree. If he/she does not have a BS degree, he/she shall be paid 85% of the equivalent experience step on the teachers' BA/BS schedule. In order to qualify for above compensation, the nurse/nurse aide instructor must work hours equal to other bargaining unit members.

Increment Pay

Each semester of successful teaching experience will earn one-half increment, up to the maximum established, at the beginning of each school year.

2012-2013 Salary Schedule A

2012 - 2013 Salary Schedule A - 1

Note: For Employees Hired Before July 1, 2013

STEP	BA-BS 1	BA-BS 18 2	BA-BS 30 3	MA-MS 4	IA-MS 15 5	MA-MS 30 6
1	33,426	34,760	35,803	36,883	37,983	39,124
2	34,760	36,153	37,240	38,359	39,506	40,689
3	36,153	37,599	38,725	39,893	41,085	42,317
4	37,599	39,102	40,277	41,487	42,731	44,010
5	39,102	40,666	41,888	43,145	44,439	45,773
6	40,666	42,296	43,563	44,875	46,218	47,605
7	42,296	43,988	45,304	46,666	48,063	49,505
8	43,988	45,743	47,117	48,533	49,989	51,486
9	45,743	47,575	49,001	50,473	51,987	53,543
10	47,575	49,480	50,960	52,495	54,067	55,686
11	49,480	51,457	53,001	54,594	56,231	57,912
12	52,237	54,297	55,895	57,555	59,255	61,010

For Employees currently receiving Longevity in the 2012 - 2013 school year

Longevity	10 years	15 years	20 years
	1,170	2,340	3,510

For Employees who currently are not yet receiving Longevity in the 2012 - 2013 school year

Longevity	15 years	20 years	25 years
	1,170	2,340	3,510

2013-2014 Salary Schedule

2013 - 2014 Salary Schedule A - 1

Note: For Employees Hired Before July 1, 2013

STEP	BA-BS 1	BA-BS 18 2	BA-BS 30 3	MA-MS 4	MA-MS 15 5	MA-MS 30 6
1	33,760	35,108	36,161	37,252	38,363	39,515
2	35,108	36,515	37,612	38,743	39,901	41,096
3	36,515	37,975	39,112	40,292	41,496	42,740
4	37,975	39,493	40,680	41,902	43,158	44,450
5	39,493	41,073	42,307	43,576	44,883	46,231
6	41,073	42,719	43,999	45,324	46,680	48,081
7	42,719	44,428	45,757	47,133	48,544	50,000
8	44,428	46,200	47,588	49,018	50,489	52,001
9	46,200	48,051	49,491	50,978	52,507	54,078
10	48,051	49,975	51,470	53,020	54,608	56,243
11	49,975	51,972	53,531	55,140	56,793	58,491
12	52,759	54,840	56,454	58,131	59,848	61,620

For Employees currently receiving Longevity in the 2012 - 2013 school year

Longevity	10 years	15 years	20 years
	1,182	2,363	3,545

For Employees who had not yet achieved Longevity for the 2012 - 2013 school year

Longevity	15 years	20 years	25 years
	1,182	2,363	3,545

2013-2014 Salary Schedule

Note: For Employees Hired After June 30, 2013

STEP	BA-BS	MA-MS	ED. SPEC.
STEP 1	33,095	35,107	37,916
STEP 2	34,088	36,160	39,053
STEP 3	35,111	37,245	40,225
STEP 4	36,164	38,362	41,433
STEP 5	37,249	39,513	42,676
STEP 6	38,366	40,698	43,956
STEP 7	39,517	41,919	45,274
STEP 8	40,703	43,177	46,633
STEP 9	41,924	44,472	48,032
STEP 10	43,182	45,806	49,473
STEP 11	44,477	47,181	50,957
STEP 12	45,811	48,596	52,485
Longevity	15 years 1,158	20 years 2,316	25 years 3,474

APPENDICES B, C

The following procedure shall be followed with regard to the positions referred to in Appendices B and C:

1. Positions which become vacant by resignation, dismissal, or death will be posted.
2. It is understood that no person filling a Schedule B or C position has a continuing right to an extra-curricular assignment.
3. Schedule 'B' and 'C' percent's shall be calculated against the 2002-2003 salary schedule. Employees hired after June 30, 2013 will be placed on a "Fixed Rate Schedule "B".
4. Longevity in an extra-curricular position does not denote tenure.
5. Assignments will be made at the discretion and approval of the administration.
6. One-year contracts will be given to employees selected for schedules B and C.

This contract does not imply or suggest any guarantee of future contracts and the District is under no obligation to hire anyone for any future year.

APPENDIX B

Schedule B-1
Fixed Flat-Rate Schedule
2012 through 2014

Note: For Employees Hired Before July 1, 2013.

The pay rates for Schedule B shall be based upon the percentages existing for each sport on the 2005-2006 BA-BS Schedule, Column 1 for the first seven steps only. Experience will be recognized to Step 7, coaches less than Step 7 will continue to receive annual step increases to Step 7.

Step 1	30,267	Step5	35,407
Step 2	31,476	Step 6	36,823
Step 3	32,738	Step 7	38,299
Step 4	34,046		

Football:

Head	13.5%
Assistant	9.0%
Jr. Varsity	8.5%
Assistant Jr. Varsity	7.5%
Jr. High Football	3.5%

Basketball:

Head	13.5%
Jr. Varsity	9.0%
Freshman	6.0%
Jr. High	3.5%

Hockey:

Head	13.5%
Assistant	9.0%

APPENDIX B (Continued)
Schedule B-1 (Continued)

Track:

Head Boy	8.0%
Head Girls	8.0%
Assistant	5.0%
Middle Schools Track	3.5%

Volleyball:

Head	13.5%
Junior Varsity	9.0%
Freshmen	6.0%

<u>Golf</u>	4.0%
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Cheerleading:

Head	7.0%
Assistant	5.0%
Jr. High	2.0%

<u>Cross Country</u>	4%
----------------------	----

Any coach whose team advances in State Tournament play beyond the regular season because of its winning a District Final will receive \$100.00 per week until eliminated from play. (Any team that automatically plays in a District Competition is not a qualifier for extra compensation past the regular season) (Playoff in football-Regional in Basketball)

The Board reserves under its sole discretion the final decision if teams are to be split, consolidated or added.

APPENDIX B-2

Schedule B-2

Fixed Rate Schedule 2012 through 2014

Note: For Employees Hired After June 30, 2013.

Football:

Head	\$4,000
Assistant	\$2,500
Jr. Varsity	\$2,300
Assistant Jr. Varsity	\$2,100
Jr. High Football	\$2,000

Basketball:

Head	\$4,000
Jr. Varsity	\$2,500
Freshman	\$1,800
Jr. High	\$1,000

Hockey:

Head	\$4,000
Assistant	\$2,500

Track:

Head Boy	\$2,400
Head Girl	\$2,400
Assistant	\$1,500
Middle Schools Track	\$1,000

Volleyball:

Head	\$4,000
Junior Varsity	\$2,500
Freshmen	\$1,800

<u>Golf</u>	\$1,200
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APPENDIX B (Continued)

Schedule B-2 (Continued)

Cheerleading:

Head	\$1,500
Assistant	\$700
Jr. High	\$500

<u>Cross Country</u>	\$1,200
----------------------	---------

Any coach whose team advances in State Tournament play beyond the regular season because of its winning a District Final will receive \$100.00 per week until eliminated from play. (Any team that automatically plays in a District Competition is not a qualifier for extra compensation past the regular season) (Playoff in football-Regional in Basketball)

The Board reserves under its sole discretion the final decision if teams are to be split consolidated or added.

#####

APPENDIX C
Schedule C
2012 through 2014

Payments to teachers on Schedule C will be based on a percent of the 2005-2006 BA Schedule reflecting up through three (3) years of experience in that activity for 2003-2004. The maximum years will increase annually by one year until a maximum of six is attained.

STEP 1	30,267	STEP 4	34,046	STEP 7	38,299
STEP 2	31,476	STEP 5	35,407		
STEP 3	32,738	STEP 6	36,823		

Music:

High School Band 8%

Anyone, either newly employed or transferred internally as a music teacher/band director shall be required to accept the Schedule 'C' high school band extra-curricular activity under 'Music' as a condition of employment.

Shop Maintenance 3% (per person)

VICA 3%

Yearbook (if no class) 6.5%
(if a Class) 1.0%

School Play 4%

Debate 3%

Forensics 2%

High School Bowl 1%

Youth in Government 1%(per person)

SADD 1%

Chess 1%

Destination Imagination Coach 1%(per person)

Destination Imagination Coordinator 2%

APPENDIX C (Continued)
Schedule C (Continued)

<u>Director of Guidance</u>	8.5%	
<u>Jr. Class Advisor (1)</u>	1%	
<u>Prom</u>	3%	
<u>Freshmen Class Advisor</u>	1%	
<u>Sophomore Class Advisor</u>	1%	
<u>Junior High Advisor</u>	1%	
<u>High School Student Council Advisor</u>	1%	
<u>Sr. Class Advisor (1)</u> - (if senior class trip is continued)	4%	
(With no trip)	1%	
Multiple advisors split the stipend.		
<u>National Honor Society Advisor</u>	1%	
<u>Detention</u> (non-school hours)	\$20.00	per hour
<u>Camp Nesbit</u>	1.5%	(per person)
<u>Driver Education:</u>		
Outside of the school day and during the summer.	\$20.00	per hour

Department Coordinator/Head Teacher:

- A. Department Coordinator/Head Teacher may be established as follows:
1. Language Arts - (English, reading, speech, Foreign Language, drama, etc.)
 2. Science and Mathematics
 3. Social Studies
 4. Fine Arts - (Music, Art)
 5. Practical Arts - (Business, industrial/vocational education, home economics).
 6. Health and Physical Education
 7. Special Education
 8. C.J. Sullivan Elementary School department heads shall be a K-3 department head and a 4-5 department head.
- B. The above positions will be posted when vacant and will be reimbursed at the rate as per schedule C at 3.5% of Step 1 per year and up through 2 years experience.
- C. Job Descriptions for Department Coordinator/Head Teacher will be developed by the administration prior to posting.

APPENDIX D
L'Anse Area Schools 2012-13 Calendar

The 2012-2013 Calendar that was agreed to between LAS and the LEA will be attached to the back of this Agreement.

The Parties will negotiate the 2013-2014 Calendar. Upon agreement of the parties the 2013-2014 Calendar it will be distributed to the LEA.

#####

APPENDIX E
School Improvement Program
Reimbursement Request

REQUIRED ACTIVITY _____

DATE | _____ *To Be Completed by Business Office*

TIME | _____ *Contract Amount* _____

Travel | _____ *Hourly Rate* _____

Program _____ *Approved Hours* _____

TOTAL _____ *Compensation* _____

OTHER EXPENSES *Other Expenses* _____

Meals | _____ *TOTAL* _____

Mileage _____

Fees _____

NAME _____ **DATE** _____

AUTHORIZED BY _____

Building Principal/Superintendent

DATE _____

All School Improvement Program reimbursement requests must be submitted for payment within two (2) weeks following the School Improvement Activity.

APPENDIX F
L'Anse Area Schools

Agreement with Job Sharing/Reduced Time Participants

Employment conditions for participants in the Job Sharing/Reduced Time Program with the L'Anse Area Schools are as follows:

1. The Job Sharing/Reduced Time Agreement will be for the contractual year (as noted below). In order to continue in the program, the employee must reapply for the next contractual year.
2. The employee reserves the right to return to full-time service the following year.
3. The district retains the right to establish the daily work schedule.
4. Reimbursement shall consist of the prorated payment of salary, retirement and medical insurance premiums. Proration of salary and benefits shall be at the same fraction as that worked.

School Year

Percentage of Time Worked

Name

Job Sharing Partner

Placement

The conditions as outlined above are acceptable.

Date

Board of Education

Date

Employee

#####

APPENDIX G

Tuition Reimbursement

The Board shall budget \$1,500 annually for tuition reimbursement. Any tenured teacher, receiving prior approval from the superintendent, taking courses beyond the required number for certification, shall be reimbursed for tuition costs at a rate of \$75 per credit hour up to \$150. It will be based on a first come, first serve basis. Reimbursement is payable upon proof of successful completion. Proof shall be based on the district receiving a grade from the staff member or university.

The course must be related to the staff member's major or minor field, or receive the approval of the superintendent.

At the end of the fiscal year (June 30), any remaining funds will be used to reimburse those tenured teachers for credit hours not covered (paid) under the initial reimbursement plan.

The total number of unpaid credit hours will be divided into the remaining funds, each unpaid hour receiving an equal share, to a maximum of \$75 per credit hour.

**APPENDIX H
GRIEVANCE REPORT FORM**

=====

Grievance # _____ School District Distribution of Form

- 1. Superintendent
- 2. Principal (Submit to Principal in Duplicate)
- 3. Association
- 4. Teacher

=====

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
_____	_____	_____	_____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

GRIEVANCE REPORT FORM (Continued)

Grievance # _____

=====

STEP II

A. Date Received by Superintendent or Designees _____

If additional space is needed in reporting Sections B1 and 2 of Step I, attached an additional sheet.

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

=====

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

GRIEVANCE REPORT FORM (Continued)

Grievance # _____

=====

STEP IV

A. Date Submitted to LEA Executive Committee with PN Team

B. Disposition of LEA Executive Committee

Signature

Date

GRIEVANCE REPORT FORM (Continued)

Grievance # _____

=====

STEP V

A. Date Submitted to Arbitration _____

B. Disposition and Aware of Arbitrator _____

Signature

Date

**NOTE: All provisions of Article _____ of the Agreement dated _____, 20____
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.**

L'ANSE AREA SCHOOL DISTRICT
RETIREE BENEFICIARY FORM

The name and address listed below indicate my surviving designated beneficiary in accordance with the insurance provisions specified in ARTICLE 11, A.4 of the MASTER AGREEMENT between the L'ANSE EDUCATION ASSOCIATION C.C.E.A./M.E.A./N.E.A. and THE L'ANSE AREA SCHOOL DISTRICT BOARD OF EDUCATION.

Name of designated beneficiary

Street Address

City, State and Zip Code

Retiree's Signature

Date

LETTER OF AGREEMENT - 7-31-2012

"Issued School Equipment"

School equipment including but not limited to electronic devices such as portable or personal computers, phones or other portable equipment owned by the L'Anse Area Schools may be issued to employees from time to time.

1. Bargaining members must obtain prior written permission to take school equipment off of school property.
2. Bargaining members must instruct students or others using devices on proper care and use of device. The bargaining member is responsible for care and proper storage of the device. When used in the classroom, the bargaining member is not responsible for paying for damages resulting from the normal use or damage that is school related to the device. If the device is stolen at school, the bargaining member shall be held harmless. Both parties acknowledge that accidents do happen when allowing students to use or be near devices.
3. Should the bargaining member lose the device off of school property, the bargaining member is responsible for the cost of the device.
4. Should the bargaining member destroy or damage the device off school property or intentionally damage the device including but not limited to dropping the device, spilling liquid on the device, throwing the device, etc., the bargaining member is responsible for the cost of fixing or replacing the device.

LAS Representative

LEA 7-31-2012

School Equipment Assigned to Bargaining Unit Members

Letter of Understanding: School Equipment

School equipment including but not limited to electronic devices such as portable or personal computers, phones or other portable equipment owned by the L'Anse Area Schools may be issued to employees from time to time.

Any portable devices belonging to the District and taken from the school for use outside the school, must be signed out through a procedure established by the District.

If the portable device is damaged beyond reasonable wear and tear, destroyed or stolen while outside of the building, the Bargaining Unit Member agrees to repair or replace it. The repair or replacement of any device which is damaged within the school building shall be the responsibility of the District, unless it can be proven that the damage has occurred through negligence on the part of the Bargaining Unit Member to which the device has been assigned.

All devices must be returned to the District at the end of each school year for routine repairs or updates. If it is proven by the District that this equipment was subject to abuse, damage, or loss, the bargaining unit member will be charged with all or part of the repair or replacement costs.

Any applications purchased by the Bargaining Unit Member for his/her assigned device shall become the property of the District when the device is returned. The Bargaining Unit Member shall not be reimbursed for such applications.

SIGNATURES CONFIRM A TENTATIVE AGREEMENT TO THE PROPOSAL(S) PRESENTED

RW 7-31-2012

LAS BOARD REPRESENTATIVE


LEA UNIT REPRESENTATIVE