

# **MASTER AGREEMENT**

**BETWEEN**

**LESLIE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**AND**

**INGHAM CLINTON EDUCATION  
ASSOCIATION/MEA/NEA**

**JULY 1, 2005 – JUNE 30, 2007**

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## **AGREEMENT**

This Agreement made and entered into by and between the Board of Education of the Leslie School District, Leslie, Michigan, hereinafter called the "Board", "District" or the "Employer" and the Ingham Clinton Education Association, MEA/NEA, hereinafter called the "Association."

## **WITNESSETH**

**WHEREAS**, the Board has recognized, as of May 23, 1978, the ICEA-MEA/NEA as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

**WHEREAS**, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

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

## **ARTICLE 1: BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system, its properties and facilities, and the occupational activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
  6. To establish school policies, copies of which shall be made available for reference to the Association and to the bargaining unit members in each building.
- B. 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The Board recognizes the opportunities for improvement in operation through employee suggestions and recommendations and encourages the presentation of such to the properly designated administrative personnel.

## **ARTICLE 2: RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors and librarian; employed or to be employed by the Board on a contract basis (whether or not assigned to a public school building), and certified professional personnel employed as long-term substitutes, but excluding supervisory and executive personnel and office and clerical employees.

1. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.
  2. The term "long-term substitute" shall mean any teacher employed in one specific teaching position for sixty (60) days or more or who is contracted to replace a teacher on a leave of absence for that same period of time.
  3. The term "bargaining unit," where used in this Agreement, shall refer to the local affiliate organization of the Association, its officers and members as defined in Paragraph A above.
- B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such adjustment.
- C. The Employer shall offer long term substitute positions to laid off bargaining unit members first. The most senior member who is certified and qualified shall be offered said position first.
- D. A teacher employed as a substitute teacher with an assignment to one (1) specific position after sixty (60) days of service shall be granted leave time and other privileges granted to regular bargaining unit members under this Agreement, including a salary of not less than the minimum salary on the current salary schedule. He shall be subject to the provisions of Article 4.
- E. Teachers hired as full year replacements shall become members of the bargaining unit and subject to the provisions of Article 4.
- F. The Board will not be required to offer future employment to term substitutes. In the event a term substitute is offered and accepts a regular teaching position at a later date, no seniority will be credited for the time served as a term substitute.

### **ARTICLE 3: ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining 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 bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to the same policies affecting any other organization in the District.
- D. No bargaining unit member shall be prevented from wearing insignias, pins or other identification of membership in the ICEA-MEA/NEA on school premises. Bargaining unit members may not attach or glue types of membership insignia to any part of the building structure.
- E. Space on bulletin boards in each building and use of school mail services, mail boxes and the intercom shall be made available to the Association and its members subject to the approval of the building administrator.
- F. In response to reasonable requests from time to time, the Board agrees to make available to a designated officer of the Association all available information, subject to the Freedom of Information Act (MCLA 15.231 et seq., as amended), concerning the financial resources of the District, tentative salary requirements and allocations and such other financial information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the Association together with records which may be necessary for the Association to process any grievance or complaint. If such records involve a bargaining unit member's personnel file, a written statement granting permission of access shall be required from the bargaining unit member.
- G. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights he may have under the Michigan laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- H. The Board agrees to consult with bargaining unit members concerning adequate provisions for the following facilities in future building:
  - 1. Faculty dining area.
  - 2. Faculty restroom and lavatory facilities.
  - 3. Faculty lounge.
  - 4. Faculty work area.
  - 5. Team and individual planning rooms.
- I. Telephone facilities with a reasonable degree of privacy shall be available to bargaining unit members in each building.
- J. Parking facilities shall be made available for exclusive use by faculty and administrative personnel.
- K. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such

bargaining unit members unless such action violates their oath to uphold the Constitution of the State of Michigan or of the United States. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board unless it affects his job and image as a professional person.

- L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, and marital status or to membership in or activities connected with any employee organization.
- M. The Board of Education is committed to attempting to provide physical working conditions which do not endanger the health and safety of the staff. When mechanical conditions arise which unfavorably affect the normal school environment, temporary arrangements will be made which meet with the approval of the appropriate public regulating agencies.
- N. Bargaining unit members will be informed of telephone numbers and procedures for reporting their absences.
- O. Upon request, the Association shall be advised by the Board of fiscal, budgetary, and tax programs affecting the District.
- P. Should the Employer decide to grant a charter to a public school academy, the Association shall be notified in writing prior to taking final action to grant the charter.

#### **ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Bargaining unit members shall, as a condition of employment, pay either dues or a Service Fee in an amount established by the Association. Dues and Service Fees will be payroll deducted pursuant to MCLA 408.477; MSA 17.277(7). The Employer shall, at the bargaining unit member's option, either deduct the full amount of such dues/fees from the second regular paycheck in September or deduct one twentieth (1/20) of such dues/fees from twenty (20) paychecks beginning in September and ending in June of each year.
- B. Bargaining unit members who work less than full time shall be assessed on a pro-rata basis as determined by the Association. Bargaining unit members who are hired during the course of the school year will be assessed on a pro-rata basis as determined by their starting date and the months remaining in the school year as determined by the Association.
- C. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277(7) whether for membership dues or the Service Fee, the Employer agrees to remit said sums promptly on a monthly basis to the Michigan Education Association, 1216 Kendale Blvd., East Lansing, MI 48823, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to membership or non-membership in the Association, and indicating any changes in the list previously furnished. The Association agrees to advise the Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

- D. The Association agrees to assume the legal defense of any suit or action brought against the Employer, including individual Board members and their agents, regarding this Article of the collective bargaining agreement. The Association further agrees to indemnify the Employer for any costs, damages, or back pay which may be assessed against the Employer as the result of said suit or action subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
  2. The Association, after consultation with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Employer by any court or tribunal.
  3. Since the Association is obligated for all legal costs involved in enforcing this Article, it has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Employer under this section.
- E. Should the provision for mandatory payroll deduction of dues or service fees, as referenced in Section A above, be found contrary to law, the parties agree to negotiate procedures requiring the submission of written authorizations for the deduction of dues or service fees as a condition of continued employment within thirty (30) calendar days of such determination.
- F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MESSA and MEAFS programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.
- G. Annuity monies, whether authorized as a payroll deduction by the bargaining unit member or those that are provided by the Board as set forth in Article 21, shall be remitted to the designated company(s) at least once in each month.

## **ARTICLE 5: SCHOOL CALENDAR**

- A. The calendar(s) is attached to and incorporated into this Agreement as Appendix C.

In the event that the provisions in Article 7, Section A or Appendix C create a condition whereby the Employer is not able to meet the number of student instructional hours or days required to receive full state aid payments, the parties will re-negotiate the provision(s) in order to guarantee compliance.

- B. Parent-teacher conferences shall be scheduled and arranged in each building by the principal and the staff.

- C. There will be six hours of parent teacher conferences in the fall and spring at all buildings. The specific times will be determined by the administration after consultation with teachers.

<b>ARTICLE 6: PROFESSIONAL COMPENSATION</b>
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- A. The salaries of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect for the term of this Agreement.
  - 1. The time new teachers spend with mentors and professional development as required by law, will not require supplemental compensation.
  - 2. The time any teacher spends in conjunction with Individual Development Plans will not require supplemental compensation.
- B. With the exception of professional development day(s) not designated in the calendar, the salary schedule in Appendix A is based upon an annual assignment of bargaining unit members for the period set forth in Appendix C which is attached to and incorporated into this Agreement.
  - 1. The professional development day(s) not designated in the calendar will be compensated at the hourly rate set forth in Appendix B, Section 6.b. Such day(s) are supplemental workdays and therefore, bargaining unit members must be in attendance to receive the foregoing compensation. Supplemental payments will not be used for professional development days that are required by the State of Michigan.
  - 2. Bargaining unit members will be entitled to appropriate additional compensation only for those additional responsibilities duly designated in Appendix B which is attached to and incorporated into this Agreement. The bargaining unit member shall, at his discretion, be paid the established fee in addition to his base salary on a pro-rated basis as performed or in a lump sum when the responsibility has been completed.
- C. Experience acquired outside of the Leslie Public Schools may be credited up to a maximum of seven (7) years.

With the exception of bargaining unit members employed in the District during the 1970-71 school year, any future credit for experience will be based on experience acquired while holding a Bachelor Degree and a provisional or permanent certificate. Non-degree experience will not be recognized.

- D. Salary shall be remitted to all less than full time bargaining unit members on a pro-rated basis.
- E. The Board shall comply with U.S. and Michigan laws governing retirement.

- F. Compensation for any summer professional employment beyond the last contract day in June will be at the substitute rate of pay as set forth at Appendix B, Section 6 for each hour of work.
- G. Horizontal advancement on the salary schedule, as a result of additional hours or degrees, shall be allowed effective the beginning of the school year or second semester provided documentation demonstrating proof of hours and/or degrees has been submitted to the Business Office by the 15<sup>th</sup> of September or January. Adjusted salaries shall begin as soon as possible retroactive to the beginning of the school year or second semester.
- H. In appreciation for services to the District, a terminal leave payment of \$50.00 (fifty dollars) per year of service will be paid upon retirement provided the bargaining unit member shall have been employed in the District for ten (10) years.
- I. Bargaining unit members may elect to receive salary in twenty-one (21) or twenty-six (26) installments. Bargaining unit members shall notify the Business Office of their option in writing by August 1 in each year. Should the bargaining unit member decline or withhold a written election in any year, the option authorized in the prior year shall continue in each succeeding year except as the bargaining unit member may change his election in accordance with the notice requirements set forth herein.
- J. A bargaining unit member who must travel during the course of his employment responsibilities shall be reimbursed at the IRS rate per mile.
- K. Should it be determined that a bargaining unit member has received compensation in excess of that earned, the Board will deduct the overpayment from the bargaining unit member's salary pursuant to MCLA 408.477; MSA 17.277(2). Said payroll deduction(s) shall be made for the same number of pay periods as the overpayment was permitted to accrue (maximum of one [1] year unless the Board and Association concur that due to the amount in question, a longer period of time is appropriate) except in the event of a layoff or he is scheduled for an unpaid leave of absence pursuant to this Agreement. In the event of a layoff or an unpaid leave of absence, the overpayment will be deducted in equal installments, as nearly as may be, from the bargaining unit member's remaining paychecks.
- L. An authorized class which is offered outside of the regularly scheduled student instructional day and which is offered without a grade or credit shall be compensated at the hourly rate set forth at Appendix B, Section 7b.
- M. If by mutual consent, a bargaining unit member shall teach more than the normal teaching load as set forth at Article 8, he shall receive an additional  $1/n$  of his annual base salary for the duration of said assignment ( $n$  equals the total number of class periods in a day).

## **ARTICLE 7: WORKING CONDITIONS**

- A. The administration will determine the starting and ending times for the bargaining unit members' workday, within the following guidelines:

1. Normally, the standard workday for each bargaining unit member shall be 7-1/4 hours with a duty-free uninterrupted lunch period of at least thirty (30) minutes within that time.
  - a. The normal reporting time shall be ten (10) minutes prior to the first class and the bargaining unit member shall remain at least ten (10) minutes after the last class except in the event of a prearranged conference or staff meetings.
  - b. Special requests to leave early on a per diem basis may be honored if such requests are for the purpose of doctor, lawyer, dentist, etc. appointments approved by the building principal.
  - c. Notwithstanding the foregoing, on Fridays and days before holidays and vacation periods, bargaining unit members shall be permitted to leave the building with the close of the student instructional day.
  - d. The 7-1/4 hour day for teachers will be extended each year of this Agreement if needed for statutory compliance purposes. A plan will be developed in each building and submitted in writing to the Superintendent and the Association President, or designee, for approval. This will be done by July 1 preceding the start of the next school year. The approved plan will be entered as a Letter of Agreement to the Master Agreement.
2. In cases of assignments on split sessions (exclusive of extracurricular assignments), the 7-1/4 hour workday (referred to above) may be exceeded by mutual consent of the Association and the Board provided Article 7 A(3) below is not violated.
3. If by mutual consent, bargaining unit members in grades 7-12 are assigned to a "zero" class period, said bargaining unit members' work days shall be shortened by an equal amount of time except as they may agree to an extra-period assignment. A "zero" class period is defined as a class for which credit is granted and which has been established outside of the regularly scheduled student instructional day.
4. The normal daily load in grades K-12 shall not exceed five (5) hours and fifty (50) minutes of pupil-teacher contact time. Pupil-teacher contact time means classroom teaching time.
  - a. The normal daily load for classroom teachers in grades 5-12 shall include at least one (1) unassigned conference/preparation period of not less than forty-five (45) consecutive minutes within the student instructional day. In the event collaborative time is scheduled at the middle school, the aforementioned time may be reduced to at least forty (40) minutes.
  - b. Classroom teachers in grades K-4 and special area teachers shall be provided an average of 225 minutes of released preparation/conference time during the student instructional day each week. For purposes of calculating the foregoing, time bargaining unit members spend on recess supervision (which is normally rotated) shall not be included in the weekly average. Averaging of the released preparation/conference time shall not exceed a normal two (2) week period.

- c. Bargaining unit members who teach a morning and an afternoon Kindergarten class shall be guaranteed an average of 185 minutes of released preparation time during the student instructional day each week. Bargaining unit members who teach one (1) Kindergarten class shall be guaranteed an average equal to one-half (1/2) of the above-mentioned released preparation time. For purposes of calculating the foregoing, recess periods shall not be included in the weekly average. Averaging of the released preparation time shall not exceed a two (2) week period.
      - d. Special area teachers will be provided an average of 25-30 minutes during each instructional day for preparation.
  - 5. Responsibility for monitoring recess time for elementary pupils (grades K-7), shall be shared equally and on a rotating schedule among the building teachers whose pupils participate in recess.
  - 6. Bargaining unit members will be guaranteed a place to work during planning periods.
  - 7. On or before October 1 in each year, the building principal will notify bargaining unit members of the dates/days on which he has scheduled staff meetings throughout the school year.
    - a. Building principals shall be responsible for establishing a system whereby bargaining unit members can request items to be placed on the agenda of building level staff meetings.
    - b. Staff meetings will normally adjourn within ninety (90) minutes after the close of the student instructional day. Normally there will not be more than twelve (12) staff meetings in any school year.
  - 8. No bargaining unit member shall be required to supervise students outside of the student instructional day for more than fifteen (15) minutes in any day nor for more than thirty (30) minutes in any two (2) week period.
- B. Chaperoning of dances and trips is to be distributed among the building staff with no reimbursement involved. The principal of the building shall notify the chaperons within seven (7) calendar days of these extra duties. Each year bargaining unit members shall serve at five (5) chaperoned activities excluding activities stated in Appendix B for which there is extra duty pay. Each bargaining unit member may volunteer for these assignments upon consultation with the principal.
- C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes should not exceed the following maxima:
- 1. Elementary
    - a. Kindergarten, First and Second grades and Portables.....25
    - b. Third through Eighth grades .....27
    - c. Special Education ..... 15

- d. The District may exceed the above maxima by no more than three (3) students per class after prior notification to the Association President.
- e. Classes will be balanced within grades 1-6 within an elementary building including students who transfer into the District during the course of the school year. It is understood that this provision will not be implemented if the building principal determines in an individual case, that it is not in the best interest of the student(s) involved.

2. Secondary

- a. English *Should not exceed 30*  
 Social Studies *pupils per class; nor*  
 Math *one hundred sixty (160)*  
 Foreign Language *pupils per day, unless*  
 Science *otherwise agreed by*  
 Business *participating teachers.*
- b. Physical education classes should not exceed thirty-five (35) pupils per class nor one hundred and seventy-five (175) pupils per day unless otherwise agreed by participating teachers except when class periods are scheduled to be less than forty-five (45) minutes in duration.
- c. Industrial Arts/Technology Education classes should not exceed the number of teaching stations available.

In any work station/classroom where the number of students who are assigned exceeds the number of available teaching stations, the situation will be referred to the principal.

- d. Should any choir class in grades seven (7) or eight (8) exceed sixty-five (65) students, such class(es) shall be provided with an aide.

3. Special consideration will be given to students with special needs (IEPC identified) in meeting class size requirements.

D. It is agreed that addressing the implementation of the least restrictive environment mandate is of critical importance. Section D shall apply to special education students who are entering a regular education class/classroom from a special education center program or a special education self-contained classroom program. It shall also apply to students who are identified as students with a handicap who would qualify to be served by either program. Finally, it shall apply to students who are identified as students with a handicap due to accident, trauma, etc., and who would qualify to be served by either program.

- 1. Except as provided in subsection 2, any bargaining unit member who will be providing instructional or other services to a student with a handicap in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. If the IEPC is held during the normal teaching day, the bargaining unit member shall be released from his normal responsibilities to attend.

2. Where the administration and appropriate resource personnel determine that it is not feasible to have each bargaining unit member who will be providing instructional services to a student with a handicap in a regular education classroom setting be a participant in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom, the involved bargaining unit members may select representative teacher(s) to attend the IEPC.
  3. Should a bargaining unit member, working directly with the student with a handicap, advise the administration in writing of a reasonable basis to believe that a student's current individual educational plan (IEP) report is not meeting the student's unique needs as required by law, the administration shall call an IEPC. The bargaining unit member so advising shall be invited to, and will attend, the IEPC.
  4. In order to assure that the student with a handicap can participate in regular education programs and services, the District will provide within its resources, teaching materials and equipment, support personnel and other related services as specified in the IEPC.
  5. Where appropriate, the bargaining unit member will be provided inservice training regarding the instruction and behavioral management of the student or students with handicaps in the regular education setting.
  6. When there is a request from a bargaining unit member who works directly with a student with a handicap, regarding the assistance needed to implement the least restrictive environment mandate, the request shall be made in writing to the building administrator. The request shall specify the assistance needed. Within ten (10) school days, the parties affected will meet with the building administrator and other appropriate resource personnel to discuss the request.
  7. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his 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. It shall be the teacher's responsibility to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.
  8. When appropriate, the administration agrees to arrange for a substitute in the absence of the student's regularly assigned aide.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are tools of the teaching profession. Further, that efforts shall be continued to seek and use textbook and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The Board agrees to seriously consider all joint decisions made by its

representatives and the Association and respond thereto in writing within a reasonable period of time. The Board agrees at all times to keep the schools equipped and maintained.

- F. The Board agrees to make available in each school, typing and duplicating facilities to aid teachers in the preparation of instructional material.
- G. The Board agrees to provide the following for the opening of the school year:
  - 1. A lockable file cabinet in order to allow the bargaining unit member a place to store instructional materials with security.
  - 2. Closet space for each bargaining unit member to store coats, overshoes, and other personal articles.
  - 3. Attendance books, paper, pencils, pens, chalk, erasers, and other instructional materials necessary for daily teaching effectiveness as determined by the Administration.
  - 4. Copies, exclusively for teacher's use, of all texts (workbooks, etc.) used in each of the courses to which the bargaining unit member is assigned.
  - 5. A reputable desk dictionary in every room. For example: Webster's Seventh New Collegiate Dictionary.
- H. When specialist teachers are absent, the Employer will hire substitutes provided appropriate substitutes are available.

<b>ARTICLE 8: VACANCIES, ASSIGNMENTS, TRANSFERS</b>
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- A. A vacancy shall be defined as a position (including those subject to Appendices A & B) which is presently unfilled or a newly created position which the Employer intends to fill.
- B. Whenever any opening in any professional position in the District shall occur, the Board shall publicize the same by giving electronic notice of such opening to the bargaining unit providing for appropriate posting in every building with copy to the Association President. No opening shall be permanently filled until such opening has been posted for at least five (5) working days. Working days shall refer to days when school is in session except that during the summer months, working days shall refer to Monday through Friday excluding holidays. A vacancy shall not be posted when said vacancy is to be filled by the recall of a laid off bargaining unit member. Failure to provide or receive electronic notice shall not be considered a violation of this section.

Positions covered by Appendix B which are occupied by non-bargaining unit members will be posted annually.
- C. Any bargaining unit member may apply for a vacancy by submitting a written application to the Superintendent.

1. In reviewing said applications, the Board shall give due weight to seniority, the professional background and attainments of all applicants.
  2. An applicant with no service or less service in the bargaining unit shall not be awarded a vacancy unless his qualifications are substantially superior to applicants with greater seniority.
  3. A person temporarily assigned to fill a vacancy shall not be given preference for permanent assignment over any qualified applicant from within the bargaining unit.
  4. The Board shall support a policy of promotion from within its own staff, including promotions to supervisory and executive positions. However, this shall, in no manner, restrict the Board from selecting the most suitable candidate.
  5. For the purpose of this Agreement, seniority shall be as defined in Article 9 (Seniority, Reduction and Recall).
- D. Bargaining unit members shall not be assigned outside the scope of their teaching certificates.
- E. All bargaining unit members shall normally be given written notice of their tentative assignments for the forthcoming year prior to the end of the current school year. In any event, notice of said tentative assignment shall be made no later than July 1.
1. Changes in said tentative assignment may be made until August 15 provided the affected bargaining unit member(s) are properly notified.
  2. Changes in tentative assignments which are made less than twenty-one (21) days prior to the first teacher work day and which require substantially different preparation shall entitle a bargaining unit member to either two (2) days of compensatory time or compensation equal to two (2) days at his regular rate of pay for time spent in said preparation, unless said change in tentative assignment was made pursuant to the bargaining unit member's(s') request for same or pursuant to another bargaining unit member severing his employment with the Leslie Public Schools.
  3. In the event changes in tentative assignments are made less than twenty-one (21) days prior to the first teacher work day pursuant to another bargaining unit member severing his employment with the District, same shall entitle the affected bargaining unit member(s) to two (2) days of compensatory time or compensation equal to two (2) days at the substitute rate of pay as set forth at Appendix B, Section 6 for preparation in the new assignment.
- F. Requests for a change of assignment may be made at any time and shall be submitted in writing to the Superintendent with a copy to the Association.
1. The Employer shall furnish the form for such request.
  2. The request shall set forth the unit member's certification, qualifications and the position sought.

3. A request for change of assignment, once submitted, shall remain in force for one (1) year.
  4. Such requests shall be reviewed twice in each year to assure active consideration by the Employer.
  5. The record of said request shall be made part of the unit member's personnel file.
  6. No bargaining unit member shall be discriminated against because of a request for change of assignment.
- G. In the event of an involuntary transfer from one building level to another, from one subject area to another in grades 7-12 or from one grade level to another at the elementary level, the principal will meet upon the bargaining unit member's request to discuss the reasons for the transfer. It is understood that the final determination regarding assignments rests with the administration.

#### **ARTICLE 9: SENIORITY, REDUCTION AND RECALL**

- A. It is hereby specifically recognized that it is within the function of the Board of Education to alter or reduce the educational program and curriculum.
- B. Before official action on a layoff or reduction of staff is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association an opportunity to discuss it with the Board. As soon as the names of the bargaining unit members to be laid off are known, a list of such names shall be provided to the Association.
- C. In the event it becomes necessary to reduce the number of bargaining unit members employed by the Board, such reduction shall be based upon seniority, certification and qualification for the remaining positions.
1. For purposes of this Agreement, seniority shall be defined as the number of continuous years of employment in the bargaining unit.
  2. Certification shall be defined as holding a valid teaching certificate as recognized by the State of Michigan.
  3. Qualifications shall be defined as follows:
    - a. Meeting any statutory requirements that exceed certification requirements.
    - b. Having the necessary training and certification for highly specialized programs (i.e. Reading Recovery)
    - c. Meeting accreditation requirements (i.e. North Central).

- D. The Board shall lay off last those qualified bargaining unit members with a valid teaching certificate having the greatest seniority in the bargaining unit; and shall provide written notice of layoff to the affected bargaining unit members and the Association President at least thirty (30) calendar days prior to the effective date of the layoff.
- E. In order to promote an orderly reduction in personnel, the following procedure will be used:
1. Probationary bargaining unit members will be laid off first, unless no tenured bargaining unit member is certified and qualified for the position.
  2. In the event it is necessary to further reduce staff, tenured bargaining unit members shall be laid off on the basis of seniority, certification and qualification.
  3. No new bargaining unit members shall be employed by the Board while there are laid off bargaining unit members unless there are no laid off bargaining unit members who are certified and qualified to fill the remaining positions.
  4. In order for a less senior bargaining unit member to be retained in a position, the bargaining unit member shall have certification and qualifications which the more senior bargaining unit member lacks. Should such an occasion arise, the Employer shall endeavor to advise the Association President in advance of the number and category of such bargaining unit members.
  5. Any bargaining unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certified personnel holding such positions will be granted continuing tenure as classroom teachers.
- F. The Employer shall develop a seniority list and make the appropriate revisions each semester. A copy of the seniority list shall be forwarded to the Association during the months of October and May of each year.
1. The bargaining unit member's seniority shall be his last date of hire and shall accrue with the first day of work.
  2. Days worked in any extra-curricular activity shall neither accrue seniority nor establish a date of hire.
  3. Continuous years of employment in the bargaining unit shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement and seniority shall continue to accrue.
  4. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if he were employed full time.
  5. Should two (2) or more bargaining unit members share the same seniority, they shall be ranked using the following criteria and in the order stated:

- a. Most advanced degree(s) held. Degrees shall be in the field of education and/or subjects taught in the Leslie Public Schools.
  - b. Hours beyond most advanced degree(s) held.
  - c. Extra-curricular assignment.
  - d. Outside teaching experience.
  - e. Last four digits of social security number (lower more seniored).
- G. Laid off bargaining unit members shall be recalled in the inverse order of layoff for new or reactivated positions for which they are certified and qualified as defined above.
1. It shall be the responsibility of each bargaining unit member to notify the Board of any change of address and any change of status as it relates to being considered for recall.
  2. Notice of recall shall be by certified, return receipt mail. A bargaining unit member shall indicate acceptance of recall by certified mail to the Superintendent within fifteen (15) calendar days from the postmarked date of the notice of recall. Failure to do so shall cause forfeiture of all of said bargaining unit member's seniority unless an exception is granted in writing by the Superintendent.
  3. Bargaining unit members who receive written notice of recall and who have signed a contract to teach during the school year in question in another public school district in Michigan shall:
    - a. Notify the Board in writing that such a contract has been signed.
    - b. Furnish a written statement from the Superintendent with whom the contract was signed indicating that a release from said contract cannot be obtained.
- H. A bargaining unit member shall lose his right to recall when the District offers him a position equivalent to that occupied prior to the effective date of layoff and he refuses such position provided said bargaining unit member is not under contract with another Michigan public school district. If he is under contract with another said school district at the time of recall, he shall retain his right to recall to a position for which he is certified and qualified for the balance of said school year. The bargaining unit member shall not enter into a second contract with another Michigan public school without the written consent of the administration, a copy of which shall be forwarded to the bargaining unit member and the Association. Should a bargaining unit member enter into a second contract with said school district without the written consent of the administration, he shall forfeit his seniority and recall rights under this Agreement.
- I. Laid off teachers will remain eligible for recall for a period of three (3) years from the effective date of layoff.

## ARTICLE 10: LEAVES OF ABSENCE

### A. Paid Leaves

1. At the beginning of each school year, bargaining unit members shall be credited with twelve (12) days of sick leave to be used for absences caused by illness or physical disability to the bargaining unit member. The unused portion of such sick leave shall accumulate from year to year without limit.
  - a. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of accrued sick leave.
  - b. Any bargaining unit member who willfully violates or misuses sick leave or who misrepresents any statement or condition under sick leave may be subject to discipline.
  - c. The purpose of sick leave is to cover the period of illness or physical disability. Bargaining unit members utilizing same will be expected to return to work as soon as physically able to do so.
  - d. In the event a bargaining unit member is injured in the course of his employment and qualifies for Worker Compensation, the bargaining unit member may elect to have the Worker Compensation supplemented by his accumulated sick leave to the extent necessary to maintain his regular earnings. A pro-rata deduction from sick leave will be made.
  - e. Leaves of absence with pay chargeable against the bargaining unit member's sick leave shall be granted for the following reasons, but shall not exceed ten (10) days per year. Except in cases of emergency, whenever circumstances permit, a written request must be submitted in advance and approved by the Superintendent.
    - (1) A maximum of five (5) days per school year for each critical illness in the immediate family (spouse, children, parents, parents-in-law, sisters and brothers).
    - (2) Two (2) days when emergency illness in the family requires a bargaining unit member to make arrangements for necessary medical or nursing care.
    - (3) Exceptions to the maximum allowable days under "1" and "2" above may be made at the discretion of the Superintendent.
    - (4) Time necessary for medical and dental appointments when, such appointments cannot be made at any other time.
  - f. Pay for sick days used in excess of that accumulated at the time of illness, may be recovered in a succeeding year or years as they are credited. Reimbursement will be equal to the per diem rate of pay that was current when the time and pay were originally lost.

2. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business except for a school day preceding or following a vacation period. Personal business days may be used at the discretion of the bargaining unit member.
  - a. A bargaining unit member planning to use a personal business day(s) shall notify his principal in writing at least three (3) days in advance, except in the case of an emergency.
  - b. No more than three (3) bargaining unit members in a building will be granted personal leave on any given day except in cases of emergency.
  - c. Personal days will be granted or denied upon application to the building principal. The principal shall not deny personal leave except as provided herein.
  - d. Any unused personal business days will be credited to the bargaining unit member's sick leave accumulation.
  - e. It is expressly understood that recreational pursuits are not an appropriate use of personal leave.
3. Recognizing that professional growth is important, professional leave days may be allowed selectively depending upon the principal's assessment of the need and value of each request. Professional leave days shall be used solely for the following:
  - a. Observation of other instructional techniques or programs.
  - b. Attendance at conferences, workshops, or seminars conducted by colleges, universities, the Michigan Department of Education and the Michigan Education Association and National Education Association and/or affiliate departments thereof. A bargaining unit member attending such conferences and meetings shall be granted sufficient time to attend without loss of compensation.
4. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by bargaining unit members who are officers or agents of the Association. Such use will be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will reimburse the District for the cost of a substitute.
5. A bargaining unit member shall be allowed up to a maximum of five (5) working days as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt and uncle, grandparents and grandchildren, or a member of the teacher's household.

6. Should a bargaining unit member exhaust his personal business leave in any year, he may be released once in each year to attend the funeral of a non-family member. Such leave shall not be deducted from sick leave. Funeral leave as described above shall be approved in advance by the building principal.
7. A bargaining unit member called for jury duty or to give testimony before any Court of Law not in their own defense shall be compensated the difference between the regular pay and the pay received for the performance of such obligation.
8. Bargaining unit members who are in a reserve unit of the armed forces of the United States shall be granted up to ten (10) days of leave each year for active duty provided sufficient information is provided reflecting that no other alternatives were available in terms of scheduling the required duty. Such bargaining unit members shall be compensated the difference between their regular rate of pay and the pay received for the performance of such duty and shall retain all other rights and benefits during the leave period.
9. Bargaining unit members accepting substitute work during their planning period shall be credited with an equivalent amount of time to be utilized at the bargaining unit member's discretion, subject to the following limitations:
  - a. A bargaining unit member who substitutes on six (6) occasions will be entitled to one (1) day off. A maximum of one (1) compensatory day will be afforded to a teacher each year and will be used in a whole day increment.
  - b. Utilization of a day off under these provisions is subject to the bargaining unit member's accumulation of sufficient credit to provide for same and providing at least one (1) week's notice.
  - c. Not more than one (1) bargaining unit member may be absent under those provisions on a given day except with administrative authorization.
  - d. Any unused credit shall be paid at the end of the school year in the bargaining unit member's last check at the rate established in the extra-duty schedule.
  - e. Such days may not be used to extend a vacation period except at the Superintendent's discretion.

## B. Unpaid Leaves

1. A bargaining unit member shall be granted up to one (1) year of child care leave immediately following the birth of a child. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include the date on which the bargaining unit member wishes to commence the leave. A bargaining unit member on leave under these provisions who wishes to return to duty, shall file a written request with the Superintendent at least thirty (30) days prior to the end of the leave. This may be extended by mutual consent provided such request is submitted within the time schedule heretofore stated.

- a. For purposes of seniority, a bargaining unit member will be granted credit and experience on the salary schedule for any complete semester of work during the school year in which such leave is granted.
  - b. The provisions of this leave will also apply to a bargaining unit member who wishes a leave for adoption of a child or child care purposes.
2. The Board of Education may grant leaves of absence for reasons of health. Absence due to illness in excess of accumulated sick leave automatically places bargaining unit members on leave without pay for the additional days missed. In cases of prolonged illness (two [2] weeks beyond sick leave accumulation), the bargaining unit member must submit a written request for leave to the Superintendent which states the probable date of return. Such leave shall be granted for the balance of the school year or for a maximum of one (1) school year. Upon exhaustion of said leave as provided herein, the bargaining unit member shall either return or submit a medical statement indicating his current condition and a prognosis as to when the bargaining unit member will be able to return to his regular duties. Upon application from the bargaining unit member, the Board may extend the leave.
  - a. Approval for a leave may be dependent upon a physician's statement (either a personal physician or one appointed by the Board or both) certifying the bargaining unit member's disability.
  - b. Upon acceptance of his application for return to work, the bargaining unit member shall be returned to a position for which he is certified and qualified provided said returning bargaining unit member possesses the seniority necessary to be placed in said position. Placement in such position shall occur at the beginning of a semester.
3. Military leaves without pay shall be granted to any bargaining unit member who shall be inducted or shall enlist in a branch of the armed forces of the United States. Bargaining unit members on a military leave shall be given the benefit of any increments up to four (4) years which would have been credited to them had they remained in active service to the District provided they receive an honorable discharge and give sufficient notice of departure and return dates.
4. Leave without pay will be granted for up to two (2) years to any bargaining unit member who joins the Peace Corps as a full time participant. Any period so served shall be treated as time taught for purposes of increments on the salary schedule. However, such a leave shall begin at the completion of the school year. Bargaining unit members leaving and/or seeking reassignments in the District shall submit a written request at least six (6) months in advance.
5. Leave without pay may be granted upon application for the following purposes:
  - a. Study related to the bargaining unit member's licensed field.
  - b. Study to meet eligibility requirements for a related professional license other than that held by the bargaining unit member.

- c. Study, research or special assignment involving probable advantage to the District. The regular salary increment shall be credited during such a period.
6. Bargaining unit members who are eligible for leaves under the Family Medical Leave Act will be afforded leaves in accordance with the following provisions:

- a. In addition to the provisions set forth below, Board Policy and Administrative Procedure will govern leaves authorized under the Family Medical Leave Act of 1993.

In the event the policy and/or administrative procedures are being amended by the Board, the Association will be provided with written notice and the opportunity to negotiate with respect to the changes.

- b. Eligible staff means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1250 hours during the previous twelve (12) month period.
- c. The Board shall provide up to twelve (12) work weeks of unpaid leave to all eligible staff during any twelve (12) month period for one (1) or more of the following reasons:

- (1) The birth or care of a child.
- (2) The adoption or foster care of a child.
- (3) The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
- (4) A serious health condition of the staff member which disables him from performing the responsibilities of his position.

A serious health condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or which requires continuing treatment by a health-care provider.

- d. If a leave is necessitated by the serious health condition of the staff member or his family member, and is foreseeable based on planned medical treatment, the staff member shall, whenever possible, provide the Superintendent with thirty (30) calendar days notice and shall schedule the treatment so as not to disrupt the regular operation of the District.
- e. When the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-schedule leave in the event of birth or adoption. The staff member may take intermittent or reduced-schedule (half-days) leave when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave will result in reducing the twelve (12) week leave period only by the amount of the leave actually taken.

When the duration of the leave is foreseeable based upon planned medical treatment and leave time will exceed twenty percent (20%) of the total number of work days within that period, the staff member may be required to take leave in a block (not intermittently) or to transfer to an available, alternate position which better accommodates an intermittent leave. Said position shall be equivalent in pay and shall be one (1) for which the staff member is certified and qualified.

- f. In the case of a serious health condition of a family member, the Superintendent will obtain medical certification from the physician of the family member. Said statement shall include the date the serious health condition began, the probable duration, appropriate medical facts regarding the condition, a statement that the staff member is needed to care for a family member and an estimate of the amount of time needed for such care.

Whenever the leave is necessitated by the staff member's own health condition, a statement from his physician will be required. The statement shall verify that the staff member is unable to perform the responsibilities of his position.

- g. Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to ensure minimal disruption to the instructional program.
- h. Subject to the limitations set forth in Article 10 (i.e. 5 days limit for critical illness in the immediate family under section A-1 – E-1, etc.) the Board does require that all accrued paid medical, sick or personal leave be substituted for the Family Medical Leave described in the policy.
- i. During a family medical leave, the Board shall maintain the staff member's current coverage under the District's health insurance program.
- j. At the end of any leave, the Board shall restore the staff member to his former position or to one that is equivalent in responsibility and compensation.

#### C. General Leave Provisions

1. A bargaining unit member on leave for one (1) year or less shall be returned to a comparable position for which he is certified and qualified. When the leave is for one (1) semester or less, the bargaining unit member shall be returned to the position from which the leave was taken. In either case, return from leave is subject to the absence of any intervening reduction in staff. If same has occurred, the provisions of Article 9 (Seniority, Reduction and Recall), shall apply.
2. Upon return from a medical or disability leave, a bargaining unit member shall submit a doctor's statement certifying his ability to perform his assigned duties.
3. A bargaining unit member returning to duty after an absence due to a contagious disease or a nervous or mental disorder shall present a statement from a physician affirming his ability to resume a position on a regular basis.

4. The Board may extend any leave of absence upon written application from the bargaining unit member.
5. Except as provided elsewhere, the bargaining unit member shall provide the Board with written notice of his intent to return from an unpaid leave of absence thirty (30) calendar days prior to the expiration of the leave.
6. Upon return from an unpaid leave of absence, a bargaining unit member shall resume all rights and benefits under this Agreement.
7. It is expressly understood that recreational pursuits and defense in court regarding a morals charge (unless found innocent) shall not be considered leave.
8. The general leave provisions set forth herein shall not apply to leaves granted under the Family Medical Leave Act.

#### **ARTICLE 11: EVALUATION**

- A. It shall be the administration's responsibility to evaluate the performance of all bargaining unit members.

In the event the evaluator is not a certified classroom teacher or has no experience in the area of evaluating classroom teacher performance, the administration will meet with the Association to discuss any concerns relative to the implementation of this Section and, as mutually determined to be appropriate, establish an alternate plan for implementation.

- B. Prior to any classroom observation, newly hired bargaining unit members will be apprised of the criteria upon which they will be evaluated. In the event the administration changes evaluation criteria, all bargaining unit members will be notified.

When a bargaining unit member is advised he will be evaluated during a given school year, the bargaining unit member may recommend a time for conducting the formal classroom observations.

- C. The following procedures will govern the evaluation of bargaining unit members in addition to those requirements which may be set forth in the Michigan Teacher Tenure Act:
1. Tenured teachers will be evaluated at least once every three (3) years. Such evaluations will be completed by March 30 where the evaluation is less than satisfactory. In the event the evaluation is satisfactory, the evaluation will be completed by May 15.
  2. Probationary teachers shall be evaluated in writing at least once a year. Such evaluations will be completed by March 30 or at least 60 calendar days prior to the teachers anniversary date if beginning employment during the school year.
  3. Written evaluations shall be submitted to the bargaining unit member within ten (10) working days of the final observation.

Upon request and within ten (10) working days following receipt of the principal's evaluation, the principal shall arrange a conference with the bargaining unit member to review the written evaluation.

Bargaining unit members may attach a written reply to the evaluation within ten (10) working days after receipt of the evaluation.

4. To the extent that the evaluation is unsatisfactory, the bargaining unit member will be placed on an individual development plan to assist him in remedying the deficient areas. The plan will be developed in consultation with the bargaining unit member.
5. To the extent the evaluation is unsatisfactory or areas are identified as needing improvement, the reasons will be identified and written suggestions will be made to assist the bargaining unit member.

The next written evaluation shall indicate whether any previously noted deficiency has been corrected; that said deficiency still exists; or that same was not observed in which case, observation/evaluation of the deficient area will continue.

6. Tenured bargaining unit members not evaluated as set forth herein shall be considered to have performed satisfactorily.
- D. Documents of an evaluative and/or disciplinary nature shall first be signed and dated prior to inserting same into the personnel file. A bargaining unit member's signature shall not be interpreted to mean that he necessarily agrees with the content, but shall be interpreted to mean that he has reviewed said material.

## **ARTICLE 12: MENTOR TEACHERS**

- A. Pursuant to Section 1526 of the Michigan School Code of 1976, as amended, teachers who are in their first three (3) years of classroom teaching shall be assigned one (1) or more mentors.
- B. The rights of selection of mentors and the assignment of responsibilities are reserved to the District.
- C. In the event the mentor is a member of the bargaining unit, the following guidelines will apply:
  1. The assignment to a mentor position shall be voluntary and mentors must have achieved tenure status.
  2. Bargaining unit members who are assigned as mentors, will be in the same building and will possess the same state teacher certification as the mentee. Should there be a need for a deviation from these requirements due to the lack of an acceptable volunteer within the building, the same shall be resolved between the administration and the Association.

3. Mentor assignments will normally be for the entire period for which the mentor assignment is required by law.

In the event either the mentor or mentee desires a change in the mentor/mentee assignment, the reasons will be set forth in writing to the building principal who shall determine the appropriate course of action.

4. Mentors will not be involved in the formal evaluation procedures set forth in Article 11.
- D. Mentors shall receive an annual honorarium of \$200.00 per person which will be prorated in the event the assignment does not cover the entire school year. The honorarium will be evenly split where co-mentors are assigned.

### **ARTICLE 13: JOB SHARING**

- A. It is agreed between the parties that this Agreement shall be modified to allow for the employment of bargaining unit members in job sharing positions.
- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel. It is understood that bargaining unit members electing job-sharing positions are not eligible for unemployment compensation.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full-time position.
  1. Agreement to share a full time position shall commit the bargaining unit member(s) for one (1) year and shall expire with the last workday of each school year.
  2. Upon dissolution of the shared assignment, the less senior bargaining unit member shall be considered displaced.
  3. The junior bargaining unit member shall have the right to displace the bargaining unit member with the least seniority provided he has the necessary certification and qualifications.
  4. Should the junior bargaining unit member not possess the necessary seniority and certification to effect paragraph 3 above, he shall be subject to layoff.
- D. Job sharing situations shall be presented to the Superintendent by the Association prior to May 1 annually. The Superintendent shall approve or deny proposed job sharing situations no later than June 1 annually.
- E. Proposed job sharing situations shall include the following:
  1. Schedule the work time and designate the responsibility of each for the workload, i.e. 2-1/2 days on, 2-1/2 days off; mornings and afternoons; first semester, second semester, class hours, etc.

2. Provide a brief written description of how the assignment responsibilities are to be shared.
  3. Provide a brief written description of the process to be used in communicating with the immediate supervisor.
- F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible; and shall be compensated in accordance with Section 6 of Appendix B.
  - G. Bargaining unit members in a shared assignment shall accrue seniority and salary schedule credit as if employed full time.
  - H. Bargaining unit members in a shared assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as provided in Appendix A of the this Agreement.
  - I. Sick leave, personal leave and fringe benefits shall accrue and be credited on a pro-rata basis.
  - J. Employment in a job sharing position is subject to the terms and conditions outlined in this Agreement.

#### **ARTICLE 14: PROTECTION OF BARGAINING UNIT MEMBERS**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. It is likewise recognized that there may be cases where the service and/or authority of personnel not normally on the school payroll will need to be employed to serve the best interests of students.
- B. Any case of assault upon a bargaining unit member shall be promptly reported by the bargaining unit member to the building principal. The Board shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities.
- C. In the event the bargaining unit member incurs medical expenses or loss of work time as a result of an assault while performing his duties with the District, Worker Compensation Insurance provides protection for these expenses and income considerations. Accumulated sick leave may be utilized at the bargaining unit member's option. Reduction of sick leave shall be pro-rated at the same rate as the District's proportion of salary payment.
- D. Bargaining unit members are expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

- E. The Board shall reimburse the bargaining unit member for loss or damage to personal property used for instructional purposes, provided the bargaining unit member receives approval from the building principal prior to bringing such items to school.
- F. The Michigan Child Protection Law requires the parties to report child abuse or neglect to the Department of Protective Services where there is reasonable cause to suspect that a student has been abused or neglected as defined by said law. Said law provides that the name of any person who reports child abuse/neglect is confidential and further, that disclosure of same may result in criminal as well as civil liability/penalty.
  - 1. Should an administrator receive a complaint against a bargaining unit member, the nature of which requires that he report same to the Department of Protective Services and which may result in disciplinary action against the bargaining unit member due to a breach of this Agreement, Board policy or other work rules, the bargaining unit member shall be informed that a report has been filed.
  - 2. Notwithstanding any investigation of a complaint or the results of any investigation by the Department of Protective Services and/or any law enforcement agency, an administrator shall conduct his own investigation of a complaint against a bargaining unit member.
  - 3. To the extent permitted by law and upon completion of the investigation, all information forming the basis for disciplinary action will be made available to the bargaining unit member and the Association at the request of the bargaining unit member.
  - 4. Prior to the imposition of any discipline, the administrator shall provide a due process hearing wherein the bargaining unit member shall have an opportunity to be heard on the allegation(s) at issue.
- G. In recognition of the concept of progressive discipline, the Employer shall notify the bargaining unit member in writing of any alleged delinquencies. Progressive discipline, both oral and written, shall consist of the following except when the nature of the delinquency warrants immediate disciplinary action:
  - 1. An informal conference between the bargaining unit member and his immediate supervisor to discuss the alleged inadequacy.
  - 2. A clear statement of the type of behavior which is perceived a inadequate.
  - 3. A clear statement of the type of behavior which the supervisor believes would resolve the problem.
  - 4. A clear statement of the time in which the bargaining unit member is to meet the supervisor's requirement(s).
  - 5. A clear statement of the action that may be expected if the problem is not resolved.
- H. Copies of documents of an evaluative and/or disciplinary nature which are to be inserted into the personnel file shall be forwarded to the bargaining unit member simultaneous to

the inclusion of same in the personnel file. The bargaining unit member may, at his option, submit a written statement and have same attached to the file copy of such materials.

- I. When a bargaining unit member is requested to sign materials to be placed in the personnel file, such signature shall be understood to indicate his awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- J. Reasonable complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention. Complaints which are called to the bargaining unit member's attention shall be reduced to writing with the names of the complainants and the administrative action taken, if any.
- K. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, including an adverse evaluation of a tenured teacher's performance shall be subject to the grievance procedure herein set forth including arbitration. Upon request, the grounds forming the basis for disciplinary action shall be made available to the bargaining unit member and the Association in writing. Discipline may include any of the following: warning, written reprimand, suspension with or without pay and/or dismissal.

The non-renewal of a probationary teacher shall not be subject to the just cause standard, nor does a probationary teacher have access to the grievance procedure in the event of a non-renewal decision by the employer.

- L. A bargaining unit member shall be entitled to have a representative of the Association present during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the unit member shall be advised of the right to representation under this provision.
- M. A bargaining unit member shall have the right to review his personnel file and to have an Association Representative accompany him in such review. Confidential credential materials shall be excluded from such review.
- N. In the event a request is made for information in a bargaining unit member's personnel file and said request is in accordance with the Freedom of Information Act, the Association and the bargaining unit member who is named in the FOIA request will receive a copy of any and all information that is released to any such petitioner.

<b>ARTICLE 15: PROFESSIONAL DEVELOPMENT</b>
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- A. District-wide professional development days will be designated in Appendix C (calendar).
- B. The parties support the principle of continuous professional development. Participation by bargaining unit members in professional organizations in their areas of specialization is encouraged. Leaves for work on advanced degrees or special studies may be granted when it is mutually agreed that the benefits of such studies will be directly applicable to

instructional responsibilities, whether existing or planned for implementation. A posting of such planned programs will precede any granting or approval of compensation by the Board.

#### **ARTICLE 16: SCHOOL IMPROVEMENT**

- A. The Board, Administration, teachers and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern to the extent required by law with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.
- C. To the extent any proposed element of the District's school improvement plan conflicts with the terms of this Agreement, the identified provisions may be subject to negotiation at the request of the Board. Any amendments to this Agreement shall be reduced to writing in a Letter of Agreement and subject to ratification by the parties.
- D. All bargaining unit members agree to participate on a voluntary basis in the evaluation and improvement of curriculum. To encourage involvement of all bargaining unit members in curriculum development, no bargaining unit member shall be required to participate more frequently than once in each three (3) year period.
- E. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, handicap, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity for all pupils.

#### **ARTICLE 17: NEGOTIATION PROCEDURES**

- A. This Agreement replaces all previous agreements between the parties. Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the Agreement or subtracted from it by amendment, supplemental agreement or otherwise, other than by subsequent written agreement between and executed by the Employer and the Association.

- B. No later than March 1 of the year in which the contract expires, the parties will begin negotiations for a successor Agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each, shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining, subject only to such ultimate ratification.
- D. There shall be no less than four (4) signed copies of this Agreement. Two (2) such copies shall be retained by the Employer and two (2) such copies shall be retained by the Association.
- E. Except for those rights which are reserved to the Board, when the Board is considering the adoption or a change in policy or administrative rules which affect a mandatory topic of bargaining under PERA, the Association President will be notified in writing. In the event the Association wants to negotiate relative to the impact of such changes, the Association President will notify the Superintendent in writing within seven (7) calendar days of receipt of such notice.
- F. One hundred fifty (150) copies of this Agreement will be prepared with twenty-five (25) copies to the Board. The cost will be shared equally by the parties.
- G. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law or to administrative regulations required by the Department of Education of the State of Michigan, then such provisions or applications shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. This Agreement shall supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual contracts shall be made expressly subject to the terms of the negotiated Agreement that has been entered into covering the same school year as the said individual contracts cover.
- I. Normally, individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties, or by September 30, whichever is later. Normally, extra-duty contracts shall be issued on or before the first day that the bargaining unit member is scheduled to commence work in such assignment.

<b>ARTICLE 18: GRIEVANCE PROCEDURE</b>
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- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement.

- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
1. The termination of service of or the failure to re-employ any probationary bargaining unit member.
  2. The termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular schedule.
  3. Any matter involving the evaluation of a probationary teacher.
  4. It is expressly understood that the arbitration provisions shall not apply to those areas for which state or federal law prescribes a procedure or authorizes a remedy (i.e. Tenure, EEOC, MERC).

It is expressly understood that should the Legislature modify the Tenure Act in such a fashion as to diminish the due process rights afforded to tenured teachers which were formerly precluded under the arbitration provision, the due process provisions shall be subject to negotiations between the parties.

5. Any grievance previously barred from the scope of the grievance procedure.
- C. In the event that a bargaining unit member or the Association believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within five (5) days after the grievance occurs or within five (5) days of when the grievant could have been reasonably expected to have knowledge of its occurrence, either personally or accompanied by an Association Representative(s). Any grievance carried by the Association may be suspended at the request of the individual grievant.
- D. Within five (5) days of receipt of the written grievance, the principal shall meet with the grievant/Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the grievant.
- E. If the grievant/Association is not satisfied with the disposition of the grievance or, if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent. Transmission to the Superintendent shall be within five (5) days of the principal's response or his failure to respond within the time specified. Within seven (7) days, the Superintendent, or his designee, shall meet with the grievant/Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the grievant.
- F. If the grievant/Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting, the grievance may be transmitted to arbitration. Transmission to arbitration shall be within five (5) days of the response of the Superintendent or his failure to respond within the time specified. The rules for filing for arbitration shall be governed by the American Arbitration Association which shall likewise govern the arbitration proceeding.

- G. The decision of the arbitrator shall be final and conclusive and binding upon bargaining unit members, the Board and the Association. Any lawful decision of the arbitrator shall be forthwith placed into effect. The powers of the arbitrator are subject to the following limitations:
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. He shall have no power to establish salary scales or to change any salary.
  3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  4. He shall have no power to interpret state or federal law.
  5. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
- K. Miscellaneous
1. A grievance may be dropped at any level without prejudice.
  2. The grievance discussed and the decision rendered at all levels shall be in writing.
  3. No reprisals shall be taken by or against the Board, a bargaining unit member, or the Association merely for submitting a grievance.
  4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
  5. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association Representative is to be at his assigned duty station.
  6. If any bargaining unit member's dismissal is reversed by court action, the individual bargaining unit member will be returned to the active payroll and reimbursed for any salary loss resulting from his dismissal. This will only be applicable, however, if the individual initiates such legal proceedings within ninety (90) days of the termination date.

7. The term "day," as used herein, shall mean working days. During the summer months, days shall refer to Monday through Friday, excluding holidays.

<b>ARTICLE 19: CONTINUITY OF OPERATION</b>
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- A. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to all students due to the above conditions, bargaining unit members shall not be required to report to work.
  1. When school is closed for the above reasons, bargaining unit members will be notified by telephone and the closing information will be provided to area television and radio stations.
  2. Emergency school closings will be considered as days not worked and therefore, not paid. Said days will be rescheduled to provide the number of student instructional days required to receive full state aid payments. Bargaining unit members will be expected to report for work on said rescheduled days at their regular rate of pay.
  3. Should it become necessary to reschedule a student instructional day(s), said day(s) shall be added to the end of the negotiated school calendar.
  4. A bargaining unit member who has, in accordance with standard procedures, indicated his intent to use a paid leave day(s) when school is closed for the reasons stated above, shall suffer neither loss of leave time nor loss of salary.
  5. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God Days" without the requirement to reschedule same, the parties agree that when school is closed for the above reasons, bargaining unit members shall not be required to report for work and shall suffer neither loss of leave time nor loss of salary. Any other amendments to the State Aid Act during the term of this Agreement shall be subject to negotiation between the parties.
- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

<b>ARTICLE 20: INSURANCE BENEFITS</b>
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- A. Bargaining unit members will be eligible to elect Plan A or Plan B.

1. Plan A

TRIMED or Super Care 1;  
Delta Dental Plan E-007 with internal and external COB;  
\$30,000 Term Life Insurance with AD & D;  
Vision Care, VSP-2; and  
Long Term Disability  
90 calendar day modified fill wait period  
66 2/3% of salary to a monthly maximum of \$3,500.00  
Social Security Freeze  
Alcoholism/Substance Addiction/Mental & Nervous with two (2) year limit

Effective July 1, 2006 those teachers enrolled in Plan A electing 26 pays, will contribute \$30.00 per pay period. Those electing 21 pays, will pay an equivalent annual amount over the 21 pay periods.

2. Plan B

\$205 per month in 05-06 and \$215 per month in 06-07 which the bargaining unit member may retain in cash or apply toward any of the MESSA non-taxable health options and/or an annuity.  
Delta Dental Plan Auto +/004 with internal and external COB;  
\$35,000 Term Life Insurance with AD & D;  
Vision Care, VSP-3; and  
Long Term Disability Plan (same as Plan A)

3. The Employer shall provide premium payments within the limitations set forth in Section J for a full twelve (12) month period for up to full family coverage. Sponsored dependents or others not falling within the insurance underwriters and/or insurance administrator's definition for single, two (2) party or full family coverage, will not be eligible however, same will be made available through payroll deduction for the bargaining unit member to purchase at his expense.

- B. Bargaining unit members working half time or more but less than full-time, will receive a prorated premium contribution toward Plan A or B above.

The Employer shall provide to the bargaining unit member, who works less than half time but more than one quarter time, said bargaining unit member's designation of one (1) of the following MESSA health options for a full twelve (12) month period.

1. Plan A

Single subscriber premium rate toward TRIMED.

2. Plan B

- a. \$15,000 Life Insurance with AD & D;  
Delta Dental Plan E-007 with internal and external COB; and  
Vision Care, VSP-2

- b. The balance of the single subscriber premium may be applied toward any of the MESSA non-taxable health options and/or an annuity.
  - c. Should a bargaining unit member receive dental and/or vision insurance through a spouse, he may waive his right to receive same in which case the appropriate portion of the single subscriber premium will be applied to the cost of the life insurance policy and the balance may be applied toward any of the MESSA non-taxable health options and/or an annuity.
- C. A bargaining unit member who is eligible for the insurance benefits including annuities set forth herein shall be responsible for the completion of all necessary documents and for fulfilling any other requirements set forth by the insurance underwriters/administrators.
- D. A bargaining unit member shall report changes in family status to the Personnel Office within thirty (30) days of such change. The bargaining unit member shall be responsible for any overpayment of premiums made by the Board on his behalf for failure to comply with this provision.
- E. A bargaining unit member eligible for Medicare may enroll for Medicare benefits (Parts A & B) within thirty (30) days of his first eligibility date. The bargaining unit member shall be responsible for any overpayment of insurance premiums made by the Board for failure to comply with this provision.
  - 1. Bargaining unit members eligible for Medicare benefits on and after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Bargaining unit members can either elect Medicare or the Board-provided plan as their primary program as required by TEFRA.
  - 2. To the extent permitted by law, premiums for Medicare supplement and Medicare Part B premiums shall be paid on behalf of the bargaining unit member's spouse and/or his qualified dependent(s) who is eligible for Medicare.
  - 3. The Board of Education will not be liable for any penalties assessed against the bargaining unit member by the insurance carrier as a result of his election.
- F. Health care protection shall be provided for a full twelve (12) month period for each bargaining unit member who completes a full academic year of employment and shall otherwise be pro-rated.
- G. The health care protection is to be provided to the bargaining unit member's immediate family and other single eligible dependents as defined by the carrier.
- H. The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- I. An open enrollment period shall be provided annually during the month of September.

- J. The Employer's contribution toward Plan A health care coverage shall not exceed the full rates for the single, two-party, and full family TRIMED Plans. The district's premium contribution for teachers electing Super Care 1 will not exceed the amount paid for TRIMED. Any amounts in excess of the district's contributions will be payroll deducted as a condition of the master agreement pursuant to the authority set forth in MCLA 408.477.

In the absence of a successor contract by the expiration date of this agreement, the teachers during successor negotiations will assume the premiums in excess of the TRIMED rates in effect during the final year of this agreement.

- K. To the extent permitted under Internal Revenue Service Rules and Regulations, the Section 125 plan referenced under Section L below will contain a salary reduction agreement to facilitate the payment of out-of-pocket deductions for premiums above the Board's monthly contribution with pre-tax dollars.
- L. The Employer will maintain a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cost associated with fulfilling future reporting requirements will be assumed by the Employer.

<b>ARTICLE 21: DURATION OF AGREEMENT</b>
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- A. This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2007. Appendix A (regular and longevity pay), Appendix B and the health insurance co-payments (Article 21-J) over the TriMed contribution rates for 2005-2006, will be retroactive to July 1, 2005.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless the parties mutually agree to the terms of an extension in writing.

Although the parties may mutually agree to extend the agreement if no successor contract is ratified by June 30, neither party is under any legal or contractual obligation to do so.

**BOARD OF EDUCATION**

**INGHAM CLINTON EDUCATION ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chairperson - ICEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A: SALARY SCHEDULE**

**Salary Schedule 2005-2006**

STEP	BA	BA+20 Sem 30 Term	MA	MA+ 30 Sem 45 Term
1	\$33,946	\$34,965	\$35,981	\$36,774
2	\$35,190	\$36,536	\$37,874	\$39,097
3	\$36,448	\$38,107	\$39,768	\$41,420
4	\$38,438	\$40,180	\$42,081	\$43,824
5	\$40,589	\$42,333	\$44,651	\$46,305
6	\$42,746	\$44,565	\$46,971	\$48,875
7	\$44,980	\$46,891	\$49,539	\$51,522
8	\$47,300	\$49,293	\$52,188	\$54,257
9	\$49,706	\$51,776	\$54,924	\$57,077
10	\$52,189	\$54,009	\$57,616	\$59,518
11	\$54,759	\$56,994	\$60,310	\$61,960

1. The Board will pay the Employer portion of retirement for bargaining unit members to the Michigan Public School Employee Retirement System (MPERS).
2. In addition to the salary schedule, experience in the Leslie Public Schools will be recognized by a supplement to salary

**Levels**

12-14 years .....	\$580
15-17 years .....	\$1,160
18-20 years .....	\$1,739
21-23 years .....	\$2,240
24+ years .....	\$2,809

The bargaining unit member's employment anniversary date shall serve as the basis for calculating the respective supplement(s) to salary. Accordingly, when the anniversary date falls after the first but before the last work day in any school year, said supplement shall be a pro-rata portion of the full amount.

3. Horizontal Salary Schedule Advancement
  - A. Credit must be earned in an education program from a college or university with an accredited educational program.
  - B. Placement on the BA+ column requires the credits be earned after the attainment of a Bachelor's degree and an initial teaching certificate. The credits may be either graduate or Bachelor's level classes.  
  
Any teachers in the bargaining unit as of June 1, 2000 may count credits earned after attainment of their Bachelor's Degree but prior to earning their teaching certificate towards the BA+20 salary schedule.
  - C. Placement on the MA+ column requires the credits be graduate level and earned after the attainment of the Master's degree.

**Salary Schedule 2006-2007**

<b>STEP</b>	<b>BA</b>	<b>BA+20 Sem 30 Term</b>	<b>MA</b>	<b>MA+ 30 Sem 45 Term</b>
1	\$34,625	\$35,664	\$36,701	\$37,509
2	\$35,894	\$37,267	\$38,631	\$39,879
3	\$37,177	\$38,869	\$40,563	\$42,248
4	\$39,207	\$40,984	\$42,923	\$44,700
5	\$41,401	\$43,180	\$45,544	\$47,231
6	\$43,601	\$45,456	\$47,910	\$49,853
7	\$45,880	\$47,829	\$50,530	\$52,552
8	\$48,246	\$50,279	\$53,232	\$55,342
9	\$50,700	\$52,812	\$56,022	\$58,219
10	\$53,233	\$55,089	\$58,768	\$60,708
11	\$55,854	\$58,134	\$61,516	\$63,199

1. The Board will pay the Employer portion of retirement for bargaining unit members to the Michigan Public School Employee Retirement System (MPERS).
2. In addition to the salary schedule, experience in the Leslie Public Schools will be recognized by a supplement to salary

**Levels**

12-14 years .....	\$597
15-17 years .....	\$1,195
18-20 years .....	\$1,791
21-23 years .....	\$2,307
24+ years .....	\$2,893

The bargaining unit member's employment anniversary date shall serve as the basis for calculating the respective supplement(s) to salary. Accordingly, when the anniversary date falls after the first but before the last work day in any school year, said supplement shall be a pro-rata portion of the full amount.

3. Horizontal Salary Schedule Advancement
  - A. Credit must be earned in an education program from a college or university with an accredited educational program.
  - B. Placement on the BA+ column requires the credits be earned after the attainment of a Bachelor's degree and an initial teaching certificate. The credits may be either graduate or Bachelor's level classes.
 

Any teachers in the bargaining unit as of June 1, 2000 may count credits earned after attainment of their Bachelor's Degree but prior to earning their teaching certificate towards the BA+20 salary schedule.
  - C. Placement on the MA+ column requires the credits be graduate level and earned after the attainment of the Master's degree.

**APPENDIX B: EXTRA DUTY COMPENSATION**

A. Extra Duty Compensation

1. Athletic Compensation

Football

Head Varsity .....	11%
Assistant Varsity .....	9%
Junior Varsity Head .....	9%
Junior Varsity Assistant .....	7%
Ninth Grade Head .....	7%
Ninth Grade Assistant .....	6%
Seventh Grade Head .....	3%
Seventh Grade Assistant .....	2.5%
Eighth Grade Head .....	3%
Eighth Grade Assistant .....	2.5%

Cross Country

Head Coach .....	7%
Assistant .....	\$1,242
Middle School .....	4%

Boy's Basketball

Head Varsity .....	11%
Head Junior Varsity .....	9%
Ninth Grade .....	7%
Eighth Grade .....	5%
Eighth Grade Assistant .....	3%
Seventh Grade .....	5%
Seventh Grade Assistant .....	3%

Girl's Basketball

Head Varsity .....	11%
Head Junior Varsity .....	9%
Eighth Grade .....	5%
Eighth Grade Assistant .....	3%
Seventh Grade .....	5%
Seventh Grade Assistant .....	3%

Wrestling

Head Varsity .....	11%
Head Junior Varsity .....	9%
Eighth Grade .....	5%

Baseball

Head Varsity .....	9%
Head Junior Varsity .....	7%
Ninth Grade .....	5%

Track	
Head Varsity .....	9%
Assistant Varsity .....	7%
Second Assistant .....	3%
Middle School - Head coach.....	7%
Middle School - Assistant coach .....	6%
Middle School - Second Assistant .....	3%
Golf	
Head Varsity .....	7%
Softball	
Head Varsity .....	9%
Head Junior Varsity .....	7%
Cheerleading	
Head Varsity .....	3.5% per season
.....[6% if combined with competitive cheer]	
Head Junior Varsity .....	3.0% per season
Middle School.....	2.5% per season
Tennis	
Head Varsity .....	7%
Volleyball	
Head Varsity .....	9%
Head Junior Varsity .....	7%
Freshman.....	7%
Eighth Grade.....	5%
Eighth Grade Assistant.....	3%
Seventh Grade .....	5%
Seventh Grade Assistant.....	3%
Director of Intramurals, Grades 5-8 .....	\$2,429
Director of Games .....	\$2,429

2. Non-Athletic

Band	
Director of Marching Bands .....	11%
Assistant Director of Marching Bands .....	6%
Vocal Music	
Director High School Vocal Music .....	11%
Musical Assistants (3).....	3%
Middle School Vocal Director .....	5%
High School Newspaper .....	2%
High School Yearbook .....	4%
High School Forensics .....	7.5%
Assistant Forensics .....	\$1,243
High School Debate .....	3%
High School Dramatics .....	7.5%

Senior Class Sponsors (2) .....	3%
Junior Class Sponsors (2).....	3%
Sophomore Class Sponsors (2).....	2%
Ninth Grade Class Sponsors (2) .....	2%
National Honor Society .....	3%
High School Student Council.....	8%
Middle School Student Council.....	\$390

School Improvement Chair	
High School.....	\$446
Middle School .....	\$446
Elementary School.....	\$446
Department Chair.....	\$381

Quiz Bowl .....	\$622
SAAD	
High School.....	\$335
Middle School .....	\$200
PAL .....	\$622

3. The above percentages will be applied to the following schedule equal to the person's experience in that area, unless otherwise stipulated. Experience in other schools will be recognized for transfer in the same manner as regular teaching experience credit may be transferred.

<b>Step</b>	<b>2005-06</b>	<b>2006-07</b>
1	31,257	31,257
2	32,507	32,507
3	34,380	34,380
4	36,259	36,259
5	38,289	38,289
6	40,323	40,323
7	42,430	42,430
8	44,620	44,620
9	47,327	47,327
10	49,229	49,229
11	51,654	51,654

4. Five percent (5%) of BA base will be paid to each bargaining unit member whose daily assignment involves duties in more than one (1) building.
- a. Effective with the 1985-1986 school year, new employees shall be entitled to three percent (3%) of the BA base when their daily assignment involves duties in more than one (1) building.

- b. Bargaining unit members shall be entitled to \$467.00 when their daily assignment involves duties in more than one (1) building. This stipend will not apply to those bargaining unit members who received a stipend as provided above during the 1987-88 school year provided they remain assigned on an ongoing basis in more than one (1) building in subsequent years.
5. Attendance/Discipline Coordinators will receive their salary as per master agreement salary schedule Appendix A plus \$34 times the number of student days.
  6. Teachers of Driver Education will be reimbursed at the rate of \$19.65 per hour for both classroom and behind-the-wheel instruction.
  7. Bargaining unit members will not be expected to substitute in the absence of another bargaining unit member except in cases of emergency.
    - a. When regular education classroom teachers are relieved of their normal teaching duties, e.g., a class field trip, senior graduation, said teachers may be asked and will be expected to substitute in the absence of another bargaining unit member with no additional compensation.
    - b. Should a bargaining unit member substitute in the absence of another bargaining unit member during his conference/preparation period, he will be compensated at the rate of \$25.09 in the 2005-06 and \$25.59 in 2006-07 school year unless compensatory time is elected under the provisions of Article 10, Section A.9.
    - c. It is agreed that bargaining unit members who have the responsibility of supervising an intern or a student teacher, shall not be used to substitute in the absence of another bargaining unit member merely by virtue of the fact that he supervises an intern or student teacher.
  8. Adult Education Compensation (per Semester per Class)

<b>Years</b>	
0	\$1,155
1	\$1,186
2	\$1,220
3	\$1,254
4	\$1,289
5	\$1,323
6	\$1,355

9. The parties recognize that the Board is not under any obligation to fill any position set forth in the schedule of extra duty compensation at Appendix B of the Master Agreement. If during a period of financial difficulty the Board determines to offer any program on such schedule on a modified or reduced form, the parties will negotiate the rate for that program.

10. The Board reserves the right to pay non-bargaining unit staff assigned to Appendix B positions at a rate which is less than that specified in Appendix B provided that said position(s) are posted within the bargaining unit each year and provided, further, that no qualified bargaining unit member applies for such position(s).
11. Bargaining unit members who are required to work prior to the start of the regular work year or following the last work day of the year in conjunction with their regular assignment, i.e. counselors, will either be authorized for compensatory time or will be paid at their per diem rate of pay.
12. Bargaining unit members who coach and are subject to the provisions of Appendix B, will be evaluated at least once per year during the first and second year of their assignment and at least once every two years thereafter. Evaluations are to be completed and submitted to the coach in writing by the last teacher work day in the school year. The evaluation of coaches is not subject to the grievance procedure.

2005 - 2006 Calendar											
	M	T	W	TH	F					Student	Staff
Aug-05						29--First day for staff				0	0
	Staff	30	31	1		30--1/2 day for students				3	4
Sep-05		6	7	8	9	2,5-Labor Day Wkend (no school)				7	8
	12	13	14	15	16					12	13
	19	20	21	22	23					17	18
	26	27	28	29	30					22	23
Oct-05	3	4	5	6	Staff			7 PD		26	28
	10	11	12	13	14					31	33
	17	18	19	20	Staff			21 PD		35	38
	24	25	26	27	28					40	43
Nov-05	31	1	2	3	4	4 -End of 1st quarter				45	48
	7	8	9	10	11					50	53
	14	15	16	17	18					55	58
	21	22	Staff			24,25--Thanksgiving recess				57	61
	28	29	30	1	2	22 - End of 1st trimester (MS, WW)				62	66
Dec-05	5	6	7	8	9	23, P D				67	71
	12	13	14	15	16					72	76
	19	20	21			22-3 Winter break				75	79
Jan-06			4	5	6					78	82
	9	10	11	12	13					83	87
		17	18	19	20	16 --MLKing Jr. Day (no school)				87	91
	23	24	25	26	27	20--Sem. end (1/2 day students)				92	96
	30	31	1	2	3					97	101
Feb-06	6	7	8	9	10					102	106
	13	14	15	16	17					107	111
		21	22	23	24	20--Presidents' Day(no school)				111	115
	27	28	1	2	3					116	120
Mar-06	6	7	8	9	10	3 - End of 2nd trimester (MS, WW)				121	125
	13	14	15	16	Staff			17, PD		125	130
	20	21	22	23	24					130	135
	27	28	29	30	Staff	3-7--Spring break		31, PD		134	140
Apr-06	10	11	12	13		14, No School				138	144
	17	18	19	20	21					143	149
	24	25	26	27	28					148	154
May-06	1	2	3	4	5					153	159
	8	9	10	11	12					158	164
	15	16	17	18	19					163	169
	22	23	24	25	26					168	174
Jun-06		30	31	1	2	29--Memorial Day(no school)				172	178
	5	6	7	8	9					177	183
	12	13	14			13, 14, 1/2 day for students				180	186

### 2006-2007 Calendar

	M	T	W	TH	F		Student	Staff
Ag-06		Staff #	Staff #	Staff *		29--First day for staff		
		5	6	7	8	6 hours of PD in 1st 2 staff days	0	3
Sep-06	11	12	13	14	15	31 staff PD on own	4	7
	18	19	20	21	22	5--1/2 day for students	9	12
	25	26	27	28	29		14	17
Oct-06	2	3	4	5	6		19	22
	9	10	11	12	13		24	27
	16	17	18	19	Staff	20 PD	29	32
	23	24	25	26	27		33	37
	30	31	1	2	3	3--End of 1st quarter	38	42
Nv-06	6	7	8	9	10		43	47
	13	14	15	16	17	22--end of 1st trimester	48	52
	20	21	22			23,24--Thanksgiving recess	53	57
	27	28	29	30	1		56	60
Dec-06	4	5	6	7	8		61	65
	11	12	13	14	15		66	70
	18	19	20	21	22	23-7 Winter break	71	75
Jan-07	8	9	10	11	12	15--No School (ML King Day)	76	80
		16	17	18	19	18,19--End of Sem. (1/2 day for students)	81	85
	22	23	24	25	26		85	89
	29	30	31	1	2		90	94
Feb-07	5	6	7	8	9		95	99
	12	13	14	15	16		100	104
	Staff*	20	21	22	23	19--Pres. Day (no school, staff PD on own)	105	109
	26	27	28	1	2		109	114
Mar-07	5	6	7	8	9	2--end of 2nd trimester	114	119
	12	13	14	15	16		119	124
	19	20	21	22	23		124	129
	26	27	28	29	Staff*	30--no school,staff PD on own	129	134
Apr-07	9	10	11	12	13	2-6--Spring break	133	139
	16	17	18	19	20		138	144
	23	24	25	26	27		143	149
	30	1	2	3	4		148	154
May-07	7	8	9	10	11		153	159
	14	15	16	17	18		158	164
	21	22	23	24	25		163	169
		29	30	31	1	28 Memorial Day (No school)	168	174
Jun-07	4	5	6	7	8		172	178
	11	12	13			12, 13 1/2 days for students	177	183
							180	186
					Staff*	= 6 hr. PD or 6 hr. PD on your own		
					Staff	= 6 hr. PD		
					Staff #	= 6 hr. PD in 2 days		

**APPENDIX D: GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

**Leslie Public Schools**

**GRIEVANCE REPORT**

*Distribution of Form:* (1) Superintendent (2) Principal [Submit to Principal in Duplicate]  
(3) Association (4) Teacher

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. (1) Statement of Grievance  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Relief Sought  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

C. Disposition of Principal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*If additional space is needed in reporting Section B-1 & 2 of Step I, attach an additional sheet.*  
**(Note: Continued)**

D. Position of Grievant and/or Association

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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**STEP II**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee

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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Position of Grievant and/or Association

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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**STEP III**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator

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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**APPENDIX E: SALARY ELECTION FORM**

I, \_\_\_\_\_, hereby elect to receive my annual salary set forth at  
*(print name)*

Appendix A of the Master Agreement in  twenty-one (21) or  twenty-six (26) installments.  
*(choose one)*

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Date*

**Letter of Agreement**  
**between the**  
**Leslie Board of Education**  
**and the**  
**Ingham Clinton Education Association, MEA/NEA**

Re: Appendix B: Percentage Adjustments (Cross Country)

Based upon the reduction in the percentage paid to the above referenced sports beginning with the 1997-98 contract year, the parties agree as follows:

1. A coach who held this position during the 1997-98 contract year, will continue to receive the dollar amount paid during the 1997-98 contract year for as long as the individual remains continuously employed in the position.
2. At the point in time the regular Appendix B schedule (See Section A-3) and newly established percentage (See Section A-1) yields a rate in excess of the protected rate established above, the individual will be placed back on the schedule.
3. In the event any individual separates from the position, the protected pay rate will no longer apply.

\_\_\_\_\_

For the Board

\_\_\_\_\_

Date

\_\_\_\_\_

For the Association

\_\_\_\_\_

Date

**Letter of Agreement**  
**between the**  
**Leslie Board of Education**  
**and the**  
**Ingham Clinton Education Association, MEA/NEA**

Re: Article 7(A)(4)(b) Elementary Conference/Planning Time

It is recognized as follows:

1. The district's adopted budget for fiscal year 2005-2006 contains funds sufficient to continue at an average of 275 minutes per week.
2. In the event the district elects to reduce the 275 minutes due to financial reasons (i.e. Executive Order cuts, declining enrollment, etc.) the decision to reduce rests with the district and may not be grieved.
3. Prior to implementing any reduction under section 2 above, the district will advise the Association's President and upon request, will meet to discuss other budget reduction options that are controlled under the teacher master agreement.
4. The schedule of collaborative planning will be made in consultation between the principal and elementary team.
5. This agreement does not set a precedent and specifically expires on June 30, 2007.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**Letter of Agreement**  
**between the**  
**Leslie Board of Education**  
**and the**  
**Ingham Clinton Education Association, MEA/NEA**

Re: Professional Development Days for 2005-2006 and 2006-2007 under Section 1527 of the Michigan School Code.

It is hereby agreed as follows:

1. The calendars for 2005-2006 and 2006-2007 contain the equivalence of 5 full professional development days.

The full days of professional development time in the calendar will be 6.0 contact hours plus a 30 minute lunch period unless at the building level it is agreed to forego lunch.

Professional development time will be considered as teacher work time on site except as provided in Section 2 below.

2. There will be 6.0 total contact hours of professional development time required in lieu of the March 31, 2006 date and 18.0 total contact hours of professional development time in lieu of the August 31, 2006, February 19, 2007 and March 30, 2007 dates for all teachers. The following conditions will apply to this time:
  - a. The time must have prior administrative approval and meet the requirements of Section 1527 of the Michigan School Code. The basis for review will be the standards established by the Michigan Department of Education. A denial will not be subject to the grievance procedure where the Department of Education does not approve of the time.
  - b. The time must be fulfilled outside of existing work time.
  - c. A request to have time considered must be submitted in writing to and approved by the building principal in advance. The request must contain sufficient documentation of the activity (i.e. workshop flier, meeting content, location, etc.) and an estimate of time involved.
  - d. Evidence of completion must be submitted in writing on forms provided by the district by the last teacher work day in June.

- e. A failure to complete the professional development hours under this section or any portion thereof, will result in the loss of pay (based upon 1/186 of the BA-1 base rate in Schedule A divided by 6 hours) for each hour or portion thereof of professional development time not completed. The loss of the pay is not subject to review through the grievance procedure.
- 3. In the event the legislature no longer permits the professional development time on your own as described in Section 2, this letter of agreement shall terminate and the aforementioned full days of professional development will be reinstated in order to achieve compliance.
- 4. This agreement shall expire on June 30, 2007.

For purposes of establishing the "status quo" under PERA, the successor contract calendar will once again contain 5 full days of professional development as identified in the 2002-2003 school year.

The Association does reserve the right to make proposals to amend the "status quo" on professional development days in successor negotiations.

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For the Board

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Date

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For the Association

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Date



**LETTER OF AGREEMENT**  
**BETWEEN THE**  
**LESLIE PUBLIC SCHOOLS BOARD OF EDUCATION**  
**AND THE**  
**INGHAM-CLINTON EDUCATION ASSOCIATION/MEA/NEA**

**RE: ARTICLE 9(F)(2) SENIORITY OF ADMINISTRATORS**

1. The parties have eliminated Article 9(F)(2) of the 03-05 Master Agreement with the stated intention of eliminating the seniority rights of administrators in the future for time spent in the bargaining unit and the additional two (2) years accrual authorized while in an administrative capacity under the 2003-2005 and predecessor contracts.
2. For those administrators employed as of March 8, 2006 who were transferred from the bargaining unit, a one (1) year period shall commence on July 1, 2006. During the period up to June 30, 2007, these administrators will only retain the service previously accrued while in the bargaining unit.
3. This constitutes the entire understanding of the parties and shall not be deemed precedent setting.

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOR THE ICEA

\_\_\_\_\_  
DATE