

# *Master Agreement*

*between the*

*Lapeer County Intermediate School District*

*and the*

*Lapeer Education and Technology  
Teachers' Association (LETTA)  
an affiliate of the MEA/NEA*

*2009 - 2012*

# TABLE OF CONTENTS

ARTICLE	1	Recognition.....	1
ARTICLE	2	Witnesseth.....	1
ARTICLE	3	Board Rights.....	1
ARTICLE	4	Member Rights.....	2
ARTICLE	5	Professional Dues or Fees and Payroll Deductions.....	3
ARTICLE	6	Negotiation Procedures.....	4
ARTICLE	7	Continuity of Operations.....	5
ARTICLE	8	Grievance Procedure.....	5
ARTICLE	9	Association Rights.....	8
ARTICLE	10	Definition – Seniority.....	8
ARTICLE	11	Vacancies, Promotions and Transfers.....	9
ARTICLE	12	Layoff and Recall.....	11
ARTICLE	13	Personnel Files and Records.....	13
ARTICLE	14	Discipline of Teachers.....	13
ARTICLE	15	Professional Qualifications and Assignments.....	14
ARTICLE	16	Teacher Protection.....	15
ARTICLE	17	Evaluation Process.....	16
ARTICLE	18	Teaching Facilities.....	18
ARTICLE	19	Teaching Conditions.....	18
ARTICLE	20	Student Discipline.....	19
ARTICLE	21	Student Organizations.....	20
ARTICLE	22	Substitute, Student and Intern Teaching Assignments.....	22
ARTICLE	23	Calendar.....	22
ARTICLE	24	Workhours and Workdays.....	22
ARTICLE	25	Leaves.....	24
ARTICLE	26	Fringe Benefits.....	28
ARTICLE	27	Compensation.....	30
ARTICLE	28	Miscellaneous Provisions.....	32
ARTICLE	29	Duration of Agreement.....	34
APPENDIX	A	Salary Schedule.....	A1
APPENDIX	B	Extended Schedule Compensation.....	A5
APPENDIX	C	Grievance Report Form.....	A6
APPENDIX	D	Letters of Understanding.....	A8

## **ARTICLE 1**

### **RECOGNITION**

The Board hereby recognizes the Lapeer Education and Technology Teachers' Association, hereinafter referred to as the LETTA, affiliated with the Michigan Education Association and the National Education Association as the sole and exclusive bargaining representative for all professional career and technical education personnel under written contract or on leave employed by the Lapeer County Intermediate School District. Professional personnel shall be defined as all regular career and technical instructors and student services personnel employed for the Lapeer County Intermediate School District. Such representation shall exclude paraprofessionals, adult education instructors, persons engaged at least fifty percent (50%) of the time in an administrative or supervisory capacity, and short-term positions created to fulfill the terms and conditions of a grant. The term Member (when used hereinafter in the Agreement) shall refer to all professional employees represented by the LETTA in the bargaining unit as above defined. References to instructional programs shall include student services delivery systems.

Whenever a Member is employed in a bargaining unit position(s) for sixty (60) or more consecutively scheduled workdays, they shall become a part of the unit. Only the salary and seniority provisions of the contract will be retroactive to the initial date of employment.

Members hired to replace a Member on leave who is returning during the school year may be laid-off without notice required in Article 12. In such an event, the Member will be given notice of layoff at the time of employment or be given notice of the possibility of layoff at the time of employment.

The Lapeer County Intermediate School District agrees not to negotiate with or recognize any labor organization other than the LETTA for the duration of this Agreement.

## **ARTICLE 2**

### **WITNESSETH**

Whereas, the Board has a statutory obligation, pursuant to ACT 379 of the Michigan Public Acts of 1965, to bargain with the LETTA as the representative of its professional career and technical education personnel with respect to hours, wages, terms and conditions of employment, and,

Whereas, the parties, following deliberate professional negotiations, have reached certain understandings which they desire to confirm in the Agreement.

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

## **ARTICLE 3**

### **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 limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and curriculum development; and the selection, direction, transfer, promotion or demotion, and discipline or dismissal of all personnel.

- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965.

## **ARTICLE 4**

### **MEMBER'S RIGHTS**

- A. Pursuant to the Michigan Public Employee Relations Act (PA 379), the parties agree that every professional employee of the Board shall have the right to freely organize, join and support the LETTA for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Member in the employment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the LETTA, their participation in the activities of the LETTA or collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Similarly, the LETTA and its members recognize their responsibility to abide by the provisions of PA 379 and to refrain from the commission of actions that would violate said Act.
- B. Nothing contained within this contract shall be construed to deny or restrict to any Member or the Board, rights they may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Unless it can be reasonably determined that the effective operation of classroom activities is interfered with:
1. The Member's religious or political activities, or lack thereof, shall not be grounds for discipline or discrimination;
  2. Members shall be entitled to full rights of citizenship; and
  3. The private and personal life of a Member will not be within the appropriate concern or attention of the Board unless a Member is convicted of a felony or it is required by law.
- D. It is recognized teaching can best be accomplished in an atmosphere free of unreasonable censorship and restraint. During normal school activities, Members are not to proselytize before students any religious or political ideals, or philosophy espoused to influence students in support of any cause, whether political or religious.
- E. The Board recognizes that a wide variety of teaching methods and techniques are appropriate to meet the needs of students. It shall be the Member's responsibility to assist in the selection of materials used for instruction and curriculum development, and to work collaboratively with Administration in the determination of appropriate teaching methods and techniques for the instruction of students. A recommendation from the Program Advisory Committee shall be solicited whenever there is a difference of opinion regarding curriculum, if requested by the Member or Administration. However, Administration retains the right to rule on the propriety of subject matter and materials to be used in all courses of instruction. This paragraph is not intended to require automatic approval of materials, equipment, and facilities; however, if the Board mandates special instructional programming, the Board will provide the necessary materials, equipment, and facilities.

**ARTICLE 5**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Each Member shall, as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join LETTA, or pay a service fee to LETTA, equivalent to the amount of dues uniformly required of members of LETTA, including local, state, and national dues. The Member may authorize payroll deduction for such fee. In the event that the Member shall not pay such service fee directly to LETTA, or authorize payment through payroll deduction, the District shall, pursuant to MCLA 408.477; MSA 12.277(7) and at the request of LETTA, deduct the service fee from the Member's wages and remit same to LETTA. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to LETTA, or its designee, no later than twenty (20) days following deduction.
- B. If any Member paying service fees hereunder objects to the expenditure by LETTA (including MEA or NEA) of any funds collected from the Member pursuant to provision A, such Member may present such objection pursuant to MEA policy; however, challenge to any such expenditure shall not relieve the Member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting Member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement, or any other Administrative or judicial procedure.

LETTA agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement. LETTA further agrees to indemnify the Board of any damages which may be assessed against the Board as a result of said suit or action, subject, however, to the following conditions:

1. LETTA, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense, which may be assessed against the Board by any court or other tribunal.
  2. LETTA has the right to choose the legal counsel to defend any said suit or action.
  3. LETTA shall have the right to compromise or settle any claim made against the Board under this section.
- C. Any Member who is a member of LETTA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions in LETTA as established by LETTA. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, bylaw, and administrative procedures. Pursuant to such authorization, the District shall deduct one-twentieth (1/20) of such dues, assessment and contributions from the regular salary check of the bargaining unit member each pay period for twenty (20) consecutive pay periods, beginning in September and ending in June of the following calendar year. The Board agrees to promptly disburse said sums to LETTA.
- D. Upon appropriate written authorization from a Member, the Board shall deduct from the salary of any Member and make appropriate remittance no later than thirty (30) days after the deduction for the following:
1. Annuities  
The District offers a 403(b) and Section 125 Plan. Participation in these plans is universally available on a voluntary basis. The vendor list shall include companies mutually agreed upon by LETTA, other bargaining unit members, non-bargaining unit employees and the Board. A

minimum of five (5) District employees must request the same company before it will be considered for addition to the vendor list. Furthermore, said companies must agree to comply with IRS Code mandates or the District's plan as adopted by the Board prior to being considered for addition to the vendor list. Vendors in current use by employees will not be eliminated from the plan unless the vendor refuses to comply with IRS Code mandates or the District's plan as adopted by the Board. The total number of companies shall not exceed ten (10) at one time. Members may contribute to no more than two (2) companies during any given pay period.

2. Credit Union;
  3. Savings Bonds; and
  4. Any other plans or programs jointly approved, and agreed to in writing, by LETTA and the Board.
- E. The Board shall advise LETTA of additions, deletions, leaves and transfers of Members of the bargaining unit as they occur. The Board shall make available to LETTA, as soon as possible, the names of Members in the bargaining unit and the building to which they are assigned. A list containing current information, upon request, may be obtained from the District.
- F. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

## **ARTICLE 6**

### **NEGOTIATION PROCEDURES**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and LETTA, for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- B. The LETTA shall designate a Member as a representative of LETTA, known as the Association Representative (AR). The Principal and the AR shall meet at least bi-monthly for the purpose of reviewing the administration of this Agreement and resolving related problems. These meetings are not intended to bypass the Grievance Procedure. If, after meeting with the Principal, the AR believes that within the contract language there exists a misinterpretation of table intent, the LETTA may request that a representative of the Board and the LETTA negotiation committee meet and resolve the problem.
- Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Members of LETTA.
- C. Negotiations shall not be required during regular hours, unless release time is provided for the LETTA's negotiation committee.

- D. There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the LETTA, and one (1) by the MEA UniServ Director.

## **ARTICLE 7**

### **CONTINUITY OF OPERATIONS**

When the Lapeer Community Schools are closed due to inclement weather (i.e., "Act of God" days/hours), classes will be cancelled for Lapeer County Career and Technical Education students and Members. In the event of closure *prior to the start of workday*, Members shall not be expected to report to work. In the event of closure *during the workday*, Members shall be dismissed within one (1) hour of closure, assuming all students have departed and official permission has been given by Administration. When the Education and Technology Center is open and Members are unable to report to work because of severe inclement weather, an "Act of God", or their health and safety are threatened by attempting to report, those Members may use a personal business or sick day and shall not be penalized for failure to report. The above paragraph refers to those conditions between the Member's normal place of residence and the Education and Technology Center.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

A. Definitions:

1. A Grievance is defined as any claim by a Member(s) or LETTA that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. All time limits herein shall consist of workdays. Time limits may be extended only upon written mutual consent of the parties.
3. All Grievances and dispositions shall be completed in writing on the forms set forth in this Agreement. LETTA shall be provided with the appropriate copies of these forms. *See Appendix C.*
4. Written Grievances as required herein shall contain the following:
  - a. Signature(s) of the grievant(s).
  - b. A statement of the facts giving rise to the alleged violation.
  - c. Citation(s) of the section or subsection of this Agreement that has been allegedly violated.
  - d. Date of the alleged violation.
  - e. The relief requested.

B. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any Member with a Grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or the LETTA.

C. Procedure:

**Level I (Issues Meeting)** - LETTA and the Administration shall attempt to resolve the conflict through direct discussion between the parties involved. Said discussion shall take place within fifteen (15) days from the discovery of the event, giving rise to the conflict absent exigent circumstances. LETTA Representative(s) may participate at any such discussion. Administration shall respond within

ten (10) days of said discussion. The verbal discussion may be documented by either party in a written memo and signed by the grievant or LETTA and the appropriate Administrator.

**Level II (Administrator)** - If no resolution is reached at Level I, the Grievance shall be submitted in writing to the appropriate Administrator within twenty (20) days from receipt of the administrative response or said grievance shall be considered null and void. Within ten (10) days of receipt of the Grievance, the Administrator and/or the Administrator's Representative shall meet with the Grievant(s) and LETTA Representative(s) in an effort to resolve the Grievance. Within ten (10) days of said meeting, the Administrator or the Administrator's Representative shall provide a written copy of their disposition to LETTA.

**Level III (Superintendent)** - If the Grievant(s) or LETTA is not satisfied with the disposition of the grievance upon completion of Level II, or if no disposition has been provided within the timelines set forth under Level II, LETTA or the Grievant(s) may file an appeal with the Superintendent or designee. Said appeal shall be filed either within ten (10) days of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) days of the deadline for providing such disposition as set forth under Level II. Failure to file an appeal within these timelines shall be considered an automatic withdrawal of the grievance by the grievant(s) and/or LETTA. Within ten (10) days of the receipt of the appeal, the Superintendent or designee shall meet with the Grievant(s) and the LETTA Representative in an effort to resolve the grievance. Within ten (10) days of said meeting, the Superintendent or designee shall provide a written copy of the disposition of the Grievance to LETTA.

**Level IV (Board of Education)** - If the grievant(s) or LETTA is not satisfied with the disposition of the grievance upon completion of Level III, or if no disposition has been provided within the timelines set forth under Level III, LETTA or the grievant(s) may file an appeal with the Board of Education of the Intermediate School District. Said appeal shall be filed either within ten (10) days of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) days of the deadline for providing such disposition as set forth under Level III. Failure to file an appeal within these timelines shall be considered an automatic withdrawal of the grievance by the grievant(s) and/or LETTA. Within ten (10) days of the receipt of the appeal, or the next regularly scheduled Board meeting, whichever is sooner, the Board shall meet with the Grievant(s) and a LETTA Representative in an effort to resolve the grievance. Within ten (10) days of said meeting, the Board shall provide a written copy of their disposition of the grievance to LETTA.

**Level V (Mediation)** - If LETTA or the Board is not satisfied with the disposition of the grievance upon completion of Level IV, or if no disposition has been provided within the timelines set forth under Level IV, the dissatisfied party may request mediation with the Michigan Employment Relations Commission. Said request shall be made either within ten (10) days of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) days of the deadline for providing such disposition as set forth under Level IV.

**Level VI (Arbitration)** - If LETTA is not satisfied with the disposition of the grievance upon completion of Level IV or, if no disposition has been provided within the timelines set forth under Level IV or, the result of the mediation under Level V, LETTA, if further action is to be pursued, shall notify the Superintendent, in writing, within ten (10) days of the receipt of the disposition of the grievance or, if no disposition has been provided, within ten (10) days of the deadline for providing such disposition as set forth under Level IV, or within ten (10) days of the result of the mediation under Level V, that the grievance is to be submitted to arbitration before an impartial arbitrator. Failure to submit a demand for arbitration within these timelines shall be considered an automatic withdrawal of the grievance by LETTA. LETTA agrees not to submit for arbitration a grievance filed on behalf of a Member who has been employed by the district for two (2) years or less.



The American Arbitration Association guidelines shall govern the arbitration proceedings, including the selection of the arbitrator. Both parties agree that the decision of the arbitrator shall be final and binding, subject to the right of the Board or Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect. The fees and expenses of the arbitrator shall be shared equally by the parties.

- D. Powers of the Arbitrator are subject to the following limitations. The arbitrator shall have no power to:
1. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. Establish salary scales.
  3. Interpret State or Federal law unless specifically referred to in this Agreement.
  4. Where no financial loss has been incurred, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
  5. Arbitration awards or Grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event upon which the Grievance is based.
- E. 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<sup>th</sup> of any year, 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. Any grievance upon which a disposition is not made by the District within the time limits prescribed, or any extension which may have been mutually agreed to, shall be referred by LETTA to the next step in the Grievance Procedure. Any grievance not carried to the next step by LETTA within the prescribed time limits, as set forth in this Article or such extension which may have been agreed to, in writing, shall be considered automatically withdrawn.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the Grievance Procedure until resolution.
- G. Rights to Representation:
1. LETTA shall designate a representative to be present at all formal levels of the Grievance Procedure when requested by the grievant.
  2. LETTA has the right to initiate Association Grievances. These grievances may be initiated at either Level I or II, depending on where the decision being grieved originated. Grievances filed at Level II must be filed in writing within twenty (20) days from the alleged occurrence.
  3. LETTA shall have the exclusive right to determine whether or not to process a grievance by an employee or group of employees at Level V and VI of the Grievance Procedure.
- H. General Provisions:
1. A grievance may be withdrawn at any level without establishing a precedent. A complaint or grievance may be withdrawn at any level without prejudice or record.
  2. Information necessary to the determination and processing of any grievance shall be furnished upon request.
  3. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the Members.
  4. Terminations of Members who are terminated in accordance with sections G and H of Article 14 are not subject to the Grievance Procedure.

**ARTICLE 9**  
**ASSOCIATION RIGHTS**

- A. The LETTA shall be permitted to use rooms in the Education and Technology Center building on regular school days for Association business between 7 a.m. and 10 p.m., excluding periods of classroom instruction, provided that there are rooms available. When special custodial service is required, the Board may make a charge. All rooms desired for use by the LETTA shall be scheduled with the appropriate Administrator prior to the date of usage.
- B. The LETTA may use District facilities and equipment, including computers and printers, photocopiers, other duplicating equipment, calculating machines and audio-visual equipment when equipment is not in use. The Board will be reimbursed by LETTA for rental fees, where there is a cost to the District for materials consumed and repair to equipment when damaged, as a result of their misuse.
- C. The LETTA shall be permitted to post notices of activities and matters of LETTA concern on teacher bulletin boards which shall be provided in the Break Room and by the Member's mailboxes. The LETTA may use the District mail service and teacher mailboxes for communication to Members.
- D. The Board agrees to furnish to the LETTA, in response to reasonable requests, information to which it is legally entitled. This will include, but not be limited to, annual financial reports and audits, tentative budgetary requirements, tentative agendas and minutes of all Board meetings, student membership data, and the register of certified personnel. The Board will provide such other information as will assist the LETTA in representing its membership, provided that no unreasonable clerical or administrative compilations are necessary in order to provide such information.
- E. Duly authorized representatives of the LETTA shall be permitted to transact official LETTA business on school property other than during hours of instruction, provided that this shall not interfere with or interrupt normal school operations. The Principal shall be informed of a representative's presence when possible.
- F. Rights granted herein to the LETTA shall not be granted or extended to any competing labor organization. Questions concerning representation shall be handled through the Michigan Employment Relations Commission.

**ARTICLE 10**  
**DEFINITION – SENIORITY**

- A. Seniority is defined as the length of continuous years on the LETTA seniority list as of the Member's first paid workday. For all purposes other than for longevity, Members shall be given a half (.5) credit when forty-five (45) days or more are worked during a semester or a full (1) credit when one-hundred thirty-five (135) or more days are worked during the regular school year. For purposes of longevity, Members shall be given credit based on a percentage of days worked in relation to the number of negotiated workdays. Seniority will be awarded on a prorated basis to Members who work less than full time.
- B. Each Member will be assigned a seniority rank which will determine placement on the seniority list. If two (2) or more Members have equal seniority, a drawing shall be held within thirty (30) days of their

hire date to determine their positions on the seniority list. The LETTA and the Members so affected will be notified, in writing, of the place and time of the drawing. The drawing shall be conducted openly to allow affected Members and LETTA representatives to be in attendance.

- C. Loss of seniority shall occur when a Member either 1) retires, 2) resigns, 3) is discharged for just cause which is not reversed, 4) fails to report to work within ten (10) workdays from receiving a written notice of recall from layoff [see Articles 11(B) and 12(J)], 5) is off the active payroll for any reason, except due to an involuntary layoff, for a period of two (2) years, or the length of the Member's seniority, whichever is less, or 6) refuses an offer of either a long-term or permanent position that the Member held at the time of layoff.
- D. Seniority shall accrue during any involuntary layoff up to a maximum of one (1) year.
- E. By October 1<sup>st</sup> of each year, the District shall provide the LETTA President with a copy of the seniority list. This list shall include all Members on leave or layoff, certifications of record, the Member's first (1<sup>st</sup>) working day and the amount of seniority, including seniority for purposes of longevity. Members will remain on the seniority list for a maximum of three (3) years from the date of an involuntary layoff in accordance with the Teachers' Tenure Act .

The LETTA President shall notify the District of any concerns within fifteen (15) workdays. The District shall research and address any concerns and post the final seniority list by November 1<sup>st</sup>. Members shall have fifteen (15) workdays after the final seniority list is posted to submit a written challenge to the list to the District. Challenges not submitted during this period will not be considered. Challenges that have been ruled upon previously by the District shall not be reconsidered at a later date.

- F. Seniority shall not be lost for a Member who has been discharged and reinstated.

## **ARTICLE 11**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Members. Therefore, the Board declares its support of the policy of filling vacancies from within its own staff when possible. The Board and the LETTA also agree that in filling such vacancies, professional qualifications and benefits to students will be evaluated. A vacancy shall be defined for purposes of this Agreement as a position previously held by a Member or when a new position is created including extended school year and extra-duty activities.
- B. Whenever a bargaining unit vacancy arises or is anticipated, a notice of such vacancy shall be posted for not less than ten (10) workdays before the position is filled and a copy of the posting shall be sent by certified mail to all Members on leave or layoff to their last known address. It is the responsibility of each member to notify the District of any change in address. During the regular school year, posting shall be defined as a notice posted in all buildings. During the summer, posting shall be included with the paycheck mailing. Any Member not receiving a summer paycheck shall be responsible for leaving a self-addressed envelope with the Director of Personnel and Administrative Services. Members that are not on layoff who are interested in the vacancy have the responsibility of contacting the Director of Administrative Services and Personnel, indicating their interest in said position within seven (7) workdays of receiving such notification. A laid-off Member who receives a vacancy notice and who is certified, or may be certified, for the vacant position must contact the Director of Administrative

Services and Personnel within ten (10) workdays of receipt of the vacancy notice or said Member will be dropped from the seniority list and will have no further rights to employment by the District. The Board may also post the position with universities. Concurrently, the Board shall take the necessary steps to fill the position or positions which may be vacated by a transfer. Minimum certification requirements shall be set forth in the postings. If the job requirements are changed, the positions shall be reposted with the new qualifications posted pursuant to this Agreement.

- C. In filling a vacancy within the LETTA, the Board agrees to hire the most senior Member who meets the qualifications for the position. Qualifications, for the purpose of filling a vacancy, are defined as:
1. Current vocational endorsement (or counseling endorsement) for the position and
    - a. Additionally maintained ongoing professional development in the area at the rate of six (6) semester hours or 18 CEUs (or a combination) within the last five (5) years, or
    - b. Having recent relevant work experience in the area with a minimum of 750 hours within the last five (5) years, or
    - c. Having taught at least half time for one (1) year in the area within the last five (5) years.
  2. In the event that no Member within the bargaining unit meets the posted qualifications, or none apply for the vacancy, the position may be filled from outside the bargaining unit.
- D. Special talents or expertise needed for the implementation of a new program but not possessed by current Members may be obtained through the retraining of existing staff. The Board of Education shall follow State Department of Education rules and regulations in the implementation of new instructional programs. Grievances regarding the Board's failure to follow State Department of Education rules and regulations are subject to the Grievance Procedure through Level IV (Board of Education), but are not subject to Level V (Mediation) or Level VI (Arbitration).

The LETTA shall be notified when the development of a new bargaining unit position or other professional position related to career and technical education is anticipated. In this manner, persons having a related background and interest may contact the appropriate Administrator for additional information.

- E. The LETTA recognizes that when vacancies occur during the regular school year, it may be difficult to fill them from within the Education and Technology Center without undue disruption to the existing instructional programs. If the Principal, after consulting with the LETTA, in their reasonable judgment so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.
- F. Involuntary transfers will take place only in times of an emergency and when a qualified Member is not available. Any Member in the bargaining unit who has been affected by an involuntary transfer will return to their original position at the beginning of the next regular school year.

If an involuntary transfer is deemed necessary by the Administration, they will notify the affected Member and LETTA of the reasons for such transfer.

- G. The duties of a Member or the responsibilities of a position will not be substantially altered, increased, or transferred to a non-bargaining unit member without prior negotiation with the LETTA. Consistent with current practices, this paragraph will not prevent the Board from contracting for educational services provided by a school of cosmetology or any other less-than-class size program intended to

expand educational opportunity for students, which is offered to five (5) or fewer students.

H. Non-Permanent Positions

Whenever a vacancy in a non-permanent position occurs (i.e., the position has a definite starting date and ending date) the filling of said vacancy shall occur in the same manner as the filling of a vacancy in a permanent position except that the posting will also specify the ending date.

The layoff provisions of this Agreement will not apply to Members who are hired to fill a non-permanent position but only with regard to the non-permanent position.

## **ARTICLE 12**

### LAYOFF AND RECALL

- A. Any reductions in staff shall be considered a layoff, subject to the terms of this Article. If the Board finds a reduction in staff is necessary, the Board will follow the procedure outlined below.
- B. 2-year Plan. On the first day of each regular school year, the District will present LETTA with a 2-year plan of projected program changes. The plan shall include all changes that are reasonably known or anticipated by the District at the time of reporting. In addition, the plan shall include at least the following information about each program:
1. Budgetary concerns;
  2. Curriculum changes;
  3. Program changes; and
  4. Staffing adjustments.
- C. Program Changes or Closures.
1. In the event the plan contains any proposed program changes or closures of any CTE program that are to take effect at the end of the regular school year, the District shall arrange to meet with LETTA prior to October 15<sup>th</sup> to discuss the impact of any proposed program changes or closures and to project a tentative staffing plan.
  2. In the event there are any proposed changes to or closures of any CTE program that are immediate in nature, the District shall arrange to meet with LETTA to discuss the proposals prior to their implementation. In the event that LETTA would like to meet with District further to discuss the proposals, it shall request a 2<sup>nd</sup> meeting at the 1<sup>st</sup> meeting. The 2<sup>nd</sup> meeting shall be scheduled to take place within five (5) workdays of the 1<sup>st</sup> meeting. District shall consider any suggestions made by LETTA with regards to the proposals at either the 1<sup>st</sup> or 2<sup>nd</sup> meeting prior to making any final decisions regarding the proposals.
  3. In the event of a vacancy occurring in a program for which a laid-off member is certified, District shall review at least three (3) significant factors prior to any CTE program changes or closures. Significant factors include, but are not limited to, the following:
    - a. TRAC Audit Report;
    - b. Enrollment data;
    - c. Budget; or
    - d. Funding sources.
  4. A vacancy in a CTE program resulting from a separation of employment will not be the only criteria used to determine the closure of a program.
- D. In the event that the District decides to reduce staff the following regular school year, the District shall meet with LETTA at least ninety (90) days before the end of the regular school year. The parties will discuss priorities and alternative actions and will attempt to reach a mutual agreement on a plan for

staff reduction.

- E. The District shall give no less than sixty (60) calendar days notice before the end of the regular school year to all Members who may be laid-off. The District shall not layoff Members during the regular school year.
- F. Any Member whose job has been eliminated or whose hours have been reduced may take a leave, as provided elsewhere in this Agreement, or move into any position for which they are certified, or may be certified by the beginning of the semester needed, and for which they rank higher on the seniority list than the present Member. The procedure shall be followed until which time all displaced Members have accepted leaves or moved into positions for which they are certified, or may be certified, and for which they rank higher on the seniority list than the present Member. If there are no positions or leave to be taken, the Member will automatically be laid-off. It is the intent of this Article that the most senior Members will be retained. The LETTA shall have the right to review the layoff list prior to notification of the Members to be laid-off. The seniority list will include all certifications known at the beginning of the regular school year.
- G. Recall will be in inverse order of layoff, provided the Member is certified or may be certified for the vacancy. No new Member shall be employed by the District while there are Members who are on layoff, unless there are no laid-off Members that possess the qualifications needed to obtain authorization for the posted positions.
- H. Changes in a Member's certification while on layoff shall not affect their position on the layoff list during the layoff period. Members subject to layoff for the following regular school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and in individual or supplemental employment contracts.
- I. Should a position become vacant and a Member is unable to accept recall because of contractual obligations with another district, the position shall be temporarily filled. The Board shall grant such Member a leave of absence to the beginning of the following regular school year, at which time the Member shall return to the temporarily filled position. If the Member fails to return at that time, the Member's recall rights shall be terminated.  
  
If a similarly situated Member is under contract in the private sector (rather than another school district), the Member may request a leave of absence. The Board will, in good faith, consider the request and if the leave is granted, the Member will return to the temporarily filled position upon completion of the leave. If the Member fails to return at that time, the Member's recall rights will be terminated.
- J. The District shall provide written notice of recall from layoff by sending a certified letter to the Member to be recalled to said Member's last known address. It is the responsibility of each Member to notify the Board of any change in address. A Member who receives a recall notice must contact the Director of Personnel and Administrative Services within ten (10) workdays of receipt of the recall notice or said Member will be dropped from the seniority list and will have no further rights to employment by the District.
- K. Members on layoff will be placed on the substitute list and will be given first priority for substitute positions.
- L. Members to be laid-off may apply for any one of the unpaid leaves of absence, as described elsewhere in this Agreement.

- M. Members on layoff shall not be considered as having a break in service.

## **ARTICLE 13**

### **PERSONNEL FILES AND RECORDS**

- A. A personnel file for each of the District's employees shall be maintained in the Board of Education's Office. The personnel file shall include the following information:
1. **Employment Information:** The employment information shall include, but not be limited to, the following: Pre-employment correspondence, application, transcripts, certificate, personnel change form, and employment contract.
  2. **Evaluation Information:** The evaluation information shall include documentation generated in accordance with Article 17.
  3. **Disciplinary Information:** The disciplinary information shall include documentation generated in accordance with Article 14.
  4. **Other Information:** Other information shall include, but not be limited to, complaints against and commendations of a Member. It is agreed and understood that prior to the placement of a complaint against a Member in the Member's personnel file, it shall be properly investigated and found to be legitimate.
- B. **Member's Access to His or Her File:** Members shall have the right to review the contents of all records of the District pertaining to said Member and to be accompanied by a representative of the LETTA in such review, at all reasonable times, *i.e.*, during regular office hours. The Superintendent or the Superintendent's designee will be given written notice prior to such review and may be present during such review.
- C. No material, other than employment information (see definition above), originating after initial employment will be placed in a Member's personnel file unless the Member has had the opportunity to review and sign the material. If the Member is asked to sign the material, such signature shall be understood to indicate their awareness of the material, but in no instance shall their signature be interpreted to mean agreement with the content of the material. Recommendations for continuation of employment or discharge shall be based on the contents of the Member's personnel file. The Member may submit a written statement regarding any material and the same shall be attached to the file copy of the material in question. If the Member believes that material to be placed in their file is untrue or unrelated to job performance, they may receive adjustment through the Grievance Procedure, whereupon the material will be corrected or expunged from the file.
- D. Any negative evaluation or disciplinary information (see definitions above) that has been corrected for four (4) years shall be expunged from the Member's file (except those documents that are required by law to be maintained) upon request, in writing, to the Director of Administrative Services and Personnel, but not before the Member has reached tenure or tenure status. The Member shall have the right to add pertinent documents to their file upon approval of the Superintendent or the Superintendent's designee and in accordance with the law.

## **ARTICLE 14**

### **DISCIPLINE OF TEACHERS**

- A. No Member who has been employed by the District for more than two (2) years shall be disciplined, or suffer loss of seniority or transfer rights without just cause. The Member shall be informed of the

grounds forming the basis for disciplinary action in writing. The Union shall have access to information reasonably necessary to effectively represent the Member.

- B. The parties recognize the merits of progressive discipline. The Board agrees to follow the concept of progressive discipline which includes verbal warning, written warning, written reprimand, suspension with or without pay, and discharge as a final and last resort. Alleged breaches of discipline shall be brought to the Member's attention as promptly as possible. Administration reserves the right to impose the level of discipline appropriate to the seriousness of the offense committed. Oral advisories, which are non-disciplinary in nature, and therefore not subject to the Grievance Procedure, may be issued at Administration's discretion. Notice of a verbal warning shall be documented in writing and labeled "verbal warning" with a copy presented to the member. Any complaint not called to the attention of the Member may not be used as the basis for any disciplinary action against the Member.
- C. A Member shall be entitled to have a representative of the LETTA present during any disciplinary action when such actions will become a part of the Member's personnel file, providing the representative shall not interfere with an investigatory proceeding. When a request for such a representation is made, no action without prior notification shall be taken with respect to the Member, until such representative of the LETTA is present. Further, in the event a disciplinary action is to be taken, the Member shall be advised of the right of representation under this provision of the Agreement prior to action being taken. It will be the Member's responsibility to have the representative present at a mutually agreed upon time, but without disruption of the normal workday unless so requested by the Administration.
- D. Any grievance originating over a tenure dispute will be dismissed immediately upon the filing of an appeal to the Tenure Commission and the Commission shall thereafter govern all proceedings involving the Member.
- E. A Probationary Member may grieve a Board decision to terminate the Member's employment through Level V of the Grievance Procedure. *See Article 8(C).*
- F. The LETTA recognizes that abuses of sick leaves and other leaves, chronic tardiness or absenteeism, willful deficiencies in professional performance, or other unprofessional conduct by a Member reflect adversely upon the teaching profession and create undesirable conditions at the Education and Technology Center. In the event a Member is believed to have engaged in chronic or habitual unprofessional conduct, Administration shall notify the Member, in writing, of the alleged problem. Said writing shall include the expected correction and a reasonable period to allow for correction. Failure of a Member to make the appropriate corrections within the allotted time may result in disciplinary action.
- G. Members who violate Sections E and F of Article 15 may be terminated at the sole discretion of the District.
- H. If the law prohibits the District from continuing to employ a Member, said Member shall be terminated immediately.

## **ARTICLE 15**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. No new Member shall be employed by the District for a regular teaching assignment at the Education and Technology Center who does not have a State Provisional Certificate with a Vocational Endorsement, a State Secondary Continuing or Permanent Certificate with a Vocational Endorsement,



Temporary Vocational Authorization, Full Vocational Authorization or Annual Authorization.

- B. Members shall not be reassigned outside the scope of their teaching certificates except on a temporary basis and for good cause. If such reassignment shall last longer than five (5) consecutive working days, written notification of such assignment and the reasons for it shall be given to the Member and LETTA.
- C. In the event that changes in teaching assignments are necessary for the following regular school year, affected Members shall be notified prior to May 1<sup>st</sup> of the current regular school year.
- D. Teaching assignments in addition to the normal teaching schedule during the regular school year include:
  1. Adult education courses and/or classes;
  2. Extended school day;
  3. Extended school year; and
  4. CTSO advisors hired prior to August 1998 shall not be obligatory, but shall be with the consent of the Member.

Extended school day and extended school year teaching assignments will be offered to Members whose regular teaching assignment is in the same program via a posting. Teaching assignments which are not accepted by the Member will be offered to other qualified Members from the bargaining unit. Any remaining teaching assignments may be filled by applicants from outside the bargaining unit.

Teaching assignments of Adult Education courses and/or classes will be offered to Members first, as long as the Member's performance is satisfactory, according to Administration. In the event the position is not offered to a Member, good cause must be shown.

- E. Members employed by the District who are teaching under the authority of an Annual Authorization must comply with State requirements to maintain credit tracking standing. Failure to do so may result in disciplinary action up to and including discharge.
- F. Members are required to maintain any certifications they possessed at the time of hire unless said certifications are no longer required by the District.

## **ARTICLE 16**

### **TEACHER PROTECTION**

- A. Although each Member bears the primary responsibility for maintaining control and discipline of students, the Board recognizes its responsibility to provide appropriate assistance to its Members. The Members recognize that all disciplinary actions and methods invoked by them shall be reasonable, just, and legal. It shall be the responsibility of the Member to report immediately to the Principal or their designee the name of any student, who, in the opinion of the Member, needs particular assistance from skilled personnel. The Member shall be advised by the Principal or their designee of the disposition of the Member's report that a particular student needs such assistance within five (5) regular school days of the disposition.
- B. Any case of assault upon the person of a Member which has had its inception in a school situation shall be promptly reported, in writing, to the Board or its designated representative. The Board shall seek legal counsel upon request, before advising the Member of their rights and obligations with respect to such assault and shall render all reasonable assistance. Time lost by a Member in connection with any

incident mentioned in this paragraph shall not be charged against the Member's pay or sick leave unless they are judged negligent.

C. If a Member is injured while in the line of duty, the Member shall be paid as follows:

In cases of disability resulting clearly from work-related injury or illness, as determined by the Administration, the combination of Worker's Compensation payments and the gross payroll for the period of disability shall not be less than seventy-five percent (75%) of the normal gross pay which would have been earned during the same period. Furthermore, in the event the disability is less than the required days for Worker's Compensation payments, the Member will receive their normal gross pay and no charge will be made against personal sick leave accumulation. However, in no instance shall payroll reimbursement be made when Worker's Compensation is equal to or greater than seventy-five percent (75%) of the normal gross pay for said period provided the Member has applied for LTD benefits upon notification by Administration to do so.

D. Complaints by a parent of a student directed toward a Member may be called to a Member's attention but no record of a complaint shall be included in the Member's personnel file unless the Member has been notified of the complaint and the complaint has been proven valid.

E. Members shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be individually liable, except in the case of gross negligence of duty, for any damages or loss to person or property.

F. The Board will reimburse replacement costs not covered by the member's personal insurance for loss or damage of clothing or personal property sustained while in the line of duty on or off District property unless the member's negligence contributed to or directly caused the loss or damage. Members are strongly discouraged from bringing or wearing personal items that are of significant value to work.

## **ARTICLE 17**

### EVALUATION PROCESS

**NOTE:** On 3/25/10 the Parties TA'd this Article. Subsequently, the State Legislature enacted legislation governing Teacher Evaluations (MCL 380.1249 and MCL 380.1250) that is to take effect no later than September 1, 2011. Due to the fact that in this case, State law supersedes any negotiated contract provisions to the contrary, the Parties will need to re-negotiate the terms of this Article prior to September 1, 2011 in order to ensure compliance with said legislation.

- A. The objectives for the evaluation of Members are:
1. To assist in the delivery of programs and services for students.
  2. To assist in the process of professional growth.
  3. To serve as a basis for recommending competent non-tenured Members in positions requiring teacher certification for tenure.
  4. To serve as a basis for discipline up to and including discharge of Members.
  5. To improve the quality of instruction.

- B. Non-tenured Members will be evaluated on an annual basis. Tenured Members will be evaluated at least once every three (3) years. Members who do not acquire tenure will be evaluated on an annual basis during their first four (4) years of employment and at least once every three (3) years thereafter.
- C. Evaluation criteria will be provided and discussed prior to beginning the evaluation process.
- D. The evaluation will be based upon at least two (2) observations of at least one-half (1/2) hour in length. In the event a Member receives an unsatisfactory Observation Review Conference Report, a third (3<sup>rd</sup>) observation will be conducted.
- E. There will be at least sixty (60) calendar days between the first and last observation.
- F. The first observation will be scheduled with the Member. Subsequent observations may be unannounced. Observations will be conducted openly and with the knowledge of the Member.
- G. An observation review conference to discuss each observation shall be held within fifteen (15) workdays of the observation, unless the parties agree to extend the timeline. The Member will be provided with a brief written report of each observation review during the conference.
- H. Any areas of concern shall be noted in an "Observation Review Conference Report." If necessary, said report shall include a written plan for improvement, including specific suggestions for improvement and a reasonable period of time for the Member to improve their performance.
- I. The evaluation process will be completed and a written report ("Evaluation Report") provided to the Member during an evaluation conference within thirty (30) calendar days of the last observation review conference. Said report shall contain a summary of the evaluation process. All evaluation conferences shall be conducted prior to May 1<sup>st</sup>, unless the parties agree to extend the timeline in writing.
- J. The Member will sign the Observation Review Conference and Evaluation Reports, but said signature does not signify concurrence or approval of the evaluation. The Member may attach a letter of reaction, provided it is filed within fifteen (15) workdays of the evaluation review date.
- K. Observation Review Conference and Evaluation Reports shall be filed in the Member's personnel file at the Board of Education's Office.
- L. Specific test results of academic progress of individual students or the review of the success rate of a program, or a student's attainment of performance objectives shall not be used as the sole determinant of the Member's quality of service or fitness for retention.
- M. Upon request, a Member may have a representative of LETTA present during the Observation review and Evaluation Conferences.
- N. Each non-tenured Member in their first three (3) years of employment by the District shall be assigned a Mentor by the Administration. The Mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- O. Following consultation with the Member, each non-tenured Member will be provided with an Individualized Development Plan (IDP) at the beginning of regular school years two (2), three (3), and four (4) of employment. In addition, following consultation with the Member, each tenured Member receiving a less than satisfactory performance evaluation will be provided with an IDP. Subsequent evaluations will include assessment of the Member's progress in meeting IDP goals.

- P. The results of the observation review and evaluation shall not be subject to the Grievance Procedure. However, an alleged failure to follow the evaluation process as outlined by this article shall be subject to the Grievance Procedure. In addition, the parties agree that non-renewal of a non-tenured and/or probationary period Member's contract due to unsatisfactory performance determined through the evaluation process shall not be subject to the Grievance Procedure.

## **ARTICLE 18**

### TEACHING FACILITIES

- A. The District will not require a Member to maintain, instruct or supervise students in a classroom facility which is constructed or equipped in violation of any standards set forth in any bulletin published by the Superintendent pursuant to MCLA 388.851, statute, rule or regulation, nor will the District require a Member to maintain, instruct, or supervise students in a classroom facility that does not meet the "Sanitary Standards for Schools," Michigan Department of Health, Regulations 325.721-325.746, Michigan Administrative Code, 1954.
- B. The District shall provide properly trained personnel and the equipment necessary to ensure first aid treatment for the Members and students. The Building Trades instructors shall be provided with needed equipment and training.
- C. The District shall make available in the Education and Technology Center restroom facilities exclusively for staff use and one (1) room appropriately furnished which shall be reserved as an employee workroom.
- D. Adequate off-street paved parking facilities shall be provided, maintained and identified for staff use.
- E. Telephone facilities shall be made available for Member use. Personal long distance calls will be the responsibility of the Member.
- F. The District shall, on days when programs are in session, make duplicating facilities available for instructional use from 7 a.m. to 10 p.m. Monday through Thursday and until 4 p.m. on Friday. The District shall provide word processing services or equipment for word processing, copying, and audio-visual, to aid Members in the preparation of instructional materials. If available, sufficient secretarial support will be provided.
- G. The District shall provide a separate desk with a lockable drawer space for the exclusive use of each Member at the Education and Technology Center.
- H. The District will provide smocks for the Early Childhood Program or where appropriate; shop coats and/or coveralls for Trade and Industry areas. Proper laundering service for all of said items shall be provided without charge to the Member.

## **ARTICLE 19**

### TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both students and Teachers are desirable to insure the high quality of education that is the goal of both the LETTA and the Board. It is also acknowledged that the primary duty and responsibility of the Teacher is to teach and that organization of the school and the school days should be directed toward this end.

- B. The parties agree that the student to Teacher ratio will not exceed twenty (20) students to one (1) Teacher in a program (or cluster) without the Teacher's consent or unless a paraprofessional is employed and assigned to the program. The ratio of students to Teacher and paraprofessional will not exceed twenty-six (26) students to one (1) Teacher and paraprofessional without the Teacher's consent unless the program has one (1) computer station for each student in which case the maximum enrollment ratio is thirty (30) students to one (1) Teacher and paraprofessional.

In the event of economic emergency or necessity, as determined by the Board, or the enrollment of a program falls below eighteen (18), paraprofessional staffing may be reduced or discontinued.

- C. Special Education students shall be placed in Career & Technical Education Programs in accordance with the students' Individual Education Plan (IEP).
- D. As funds are available, the Board may provide a special needs counselor who will provide counseling services to individual students in support of services to the Teachers or paraprofessionals. Nothing in this Article prevents the Board from assigning a paraprofessional to any instructional program of its choosing, regardless of the number of students in that program.
- E. Enrollments shall be determined at the beginning of the regular school year during the first three (3) weeks. After three (3) weeks, students will only be enrolled with the approval of the Teacher, or after a meeting between the Teacher, Counselor, and Principal has been held to review the potential impact of the new student to the ongoing program. Transfer students from outside the county may be placed during the regular school year.

To assist the Teacher, Administration may contract with the proper resource personnel for psychological testing or whatever other assistance outside the Education and Technology Center is needed.

- F. No Member shall be required to provide school health services for any student.

## **ARTICLE 20**

### STUDENT DISCIPLINE

- A. The Board recognizes its responsibility to give reasonable support and assistance to Members with respect to the maintenance of control and discipline in the classroom. When it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or that the presence of a particular student in the class will impede the education or the balance of the class because of disruptions caused by said student, the Member shall refer the problem to the Principal or their designee.
- B. A Member may exclude a student from one (1) class and refer the student to the Principal or their designee when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In severe cases, the Member will furnish the Administration, as promptly as their teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class until after a consultation between the Principal or their designee and the Member.
- C. LETTA may make recommendations regarding student conduct to the Principal or their designee. A student handbook containing the Education and Technology Center's rules will be distributed to

students, staff and parents at the commencement of each regular school year. The student discipline policy shall be reviewed by Administration during staff orientation at the beginning of each regular school year.

- D. The use of corporal punishment is prohibited; however, a Member may use reasonable effort to remove dangerous weapons from a student or to maintain discipline when the immediate safety of staff member, students or others is threatened. *See Board Policy 5630.*

## **ARTICLE 21**

### **STUDENT ORGANIZATIONS**

Career & Technical Student Organizations (CTSOs) are an integral part of high quality education programs. CTSOs promote occupational excellence, leadership, and citizenship. The District encourages all Teachers of career & technical programs to operate CTSOs as a co-curricular component of their programs.

- A. CTSO Advisors shall be defined as Teachers of any students who participate in a recognized student organization.
- B. The following is a list of recognized student organizations:
- ProStart
  - FFA
  - MITES
  - DECA
  - HOSA
  - Skills USA
- C. Beginning in the 2004-05 school year, CTSO Advisors shall be paid twenty-five hundred dollars (\$2,500) per year providing they participate in at least one (1) CTSO, skills-based competition.

In addition, the CTSO advisor must do at least three (3) of the following:

1. Community service activity;
2. Participate in a CTSO, leadership-based competition;
3. Elect officers and hold regular meetings;
4. Host or Chair (or the equivalent of) a CTSO competition/ event;
5. Participate in one (1) other student-oriented competition unless the purpose of said competition is to screen for regional competitors (i.e., only students enrolled at the Education & Technology Center participate); or
6. Fund-raising activity not related to the vending machine proceeds.

The annual payments shall be made no later than the last payday in June.

- D. Extra Compensation.
1. CTSO Advisors will be paid the hourly rate according to Appendix B (capped at eight (8) hours per day) for non-discretionary CTSO activities (e.g., conferences, conventions and competitions) involving students on days not scheduled as part of the regular school year calendar.
  2. CTSO Advisors will be paid twenty dollars (\$20) per hour (capped at four (4) hours per day) for non-discretionary CTSO activities (e.g., conferences, conventions and competitions related to recognized student organizations as defined by Article 21(B)) involving students on days that are scheduled as part of the regular school year

calendar.

3. No extra compensation will be paid for discretionary CTSO activities either involving or not involving students unless prior approval for the payment of extra compensation is obtained from Administration.
  4. The following CTSO-related activities will not result in the payment of any extra compensation:
    - a. Community service;
    - b. Leadership meetings and retreats;
    - c. Participation in a competition that is sponsored by a non-recognized student organization as defined by Article 21(B);
    - d. Fundraisers, including plant sales; and
    - e. Practices.
  5. Participation in competitions, whether skills-based or leadership-based, that are sponsored by a recognized student organization as defined by Article 21(B) will result in the payment of extra compensation in accordance with Article 21(D)(1) and Article 21(D)(2).
  6. Attendance at conferences and conventions, whether skills-based or leadership-based, that are sponsored by a recognized student organization as defined by Article 21(B) will result in the payment of extra compensation in accordance with Article 21(D)(1) and Article 21(D)(2).
  7. Prior approval for activities under this section must be obtained from Administration before said activities take place.
- E. The District will pay for the Advisor's expenses in a manner consistent with Article 25, Section F(1).
- F. The District should support the student organizations by:
1. Providing supervision of the students during all activities.
  2. Providing a telephone and shelter for the CTSO's departure to and return from activities.
- G. To determine active participation and ensure communication between CTSO Advisors and Administration, Administration will review each CTSO Advisor's plan of activities at the beginning of each school year.

No later than May 15<sup>th</sup> of each regular school year, Administration will meet individually with each CTSO Advisor to review the CTSO's efforts in comparison to the plan of activities.

- H. All CTSOs must follow any Administrative Guidelines set forth by the District.
- I. In the event a CTSO Advisor is unable to accompany a student, or students, to a non-discretionary CTSO-related activity (e.g., competition, conference, or convention), the following individuals, in order, shall be considered to provide supervision of said student, or students:
1. The Paraprofessional of the CTE program, if the Paraprofessional is also a CTSO Advisor;
  2. A CTSO Advisor from the same student organization;
  3. A CTSO Advisor from a different student organization; and
  4. A Member that is not a CTSO Advisor.

Administration, however, shall retain sole discretion as to who will be asked to provide supervision of said student, or students. Administration shall provide LETTA with written rationale when it exercises said discretion.

## **ARTICLE 22**

### **SUBSTITUTE, STUDENT, AND INTERN TEACHING ASSIGNMENTS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability in accordance with Article 24, section G, it shall be the responsibility of the Administration to arrange for a substitute teacher. The use of regular teachers, Student Services personnel and paraprofessionals as substitutes shall be avoided whenever possible.
- B. Supervisory teachers of student teachers shall be tenured teachers or non-State Secondary provisional, continuing, or permanent certificated teachers who have completed two (2) continuous years of successful teaching at the Education and Technology Center.
- C. Supervisory teachers shall work directly with the university/college program coordinator, assisting in the development of extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- D. Supervisory teachers shall file a written report and evaluation with the university/college program coordinator and Administration, with a copy to the student teacher, as required.
- E. Monies made available to the District, other than for the reimbursement of expenses, by the placing university/college for student teachers shall be used for purchasing materials and/or equipment for the Supervisory teacher's program. The Supervisory teacher and the Principal or their designee will agree on which materials and/or equipment shall be purchased under this Article.

## **ARTICLE 23**

### **CALENDAR**

LETTA will meet with Administration to negotiate the regular and extended school year calendars, and make up of "Act of God" days/hours (when appropriate.) [Both the regular and extended school year calendars shall, at a minimum, provide for the number of student instructional days and/or hours as required by the Michigan Revised School Code.] "Act of God" days/hours shall be made up as required by law.

Members shall be required to work for 187 days during the regular school year. Members shall not be required to work more days than the calendar requires without additional compensation.

## **ARTICLE 24**

### **WORKHOURS and WORKDAYS**

- A. Members will have a workday of seven (7) hours and fifteen (15) minutes per day, including a minimum twenty-five (25) minute lunch, except on Fridays, and the day prior to the commencement of school breaks, when Members may leave following the departure of the school buses. Workdays are defined as those days outlined by the regular and extended year calendars. The time between sessions can be used for lunch, and classroom preparations. Administration will be notified if classroom preparation will be outside the Education and Technology Center.
  - 1. The workday will be as follows:  
Members will report no less than fifteen (15) minutes prior to regular start time of the morning session with students. Classroom preparation time can be any time other than the normal scheduled student contact time, except on days of scheduled staff meetings.



2. If an increase in hours of instruction is mandated by PA 25, 335-339, the State Aid Act or any other legislation, teaching hours will be adjusted accordingly. In the event that a waiver for Intermediate School Districts is enacted, instructional hours will not be increased.
- B. The maximum length of each Professional Development or In-service Day is five (5) hours, forty-five (45) minutes, with a forty-five (45) minute working lunch included. Three (3) Training Days may be held immediately following the end of the negotiated regular school year (excluding weekend and holidays unless otherwise agreed to). Members will be notified of the specific dates for such training before April 1<sup>st</sup> each year.
  - C. Members may use the area in which they regularly teach and/or work in accordance with the following provisions:
    1. Use is for classroom-related or approved CTSO activities;
    2. The area is not being used for teaching Adult Education or Community Education classes or other scheduled activities after 2:30 p.m.;
    3. Use will be permitted until 10:00 p.m. on days when evening Adult Education or Community Education classes are held and until 4:00 p.m. on other working days during the regular school year when school has been in session;
    4. Members must notify Administration (in person or by telephone) when use will extend past 4:00 p.m.;
    5. Members requesting to use an area other than the area in which they regularly teach and/or work must apply through Administration; and
    6. Weekend use of the Education and Technology Center requires prior approval from Administration.
  - D. All Members shall be entitled to a duty-free, uninterrupted lunch period of not less than twenty-five (25) minutes, except when an extended class period prevails. The time between sessions can be used for lunch and classroom preparation.
  - E. No Member shall be required, except when necessity dictates, to attend more than two (2) hours of regularly scheduled faculty meetings per month. This shall not include Members' participation in various committee meetings, and in-service. In addition to the above, Members shall be required to attend no more than one (1) open house and two (2) advisory committee meetings per regular school year. Expenses which are incurred by Members of the LETTA when attending additional advisory committee meetings and any additional open houses will be reimbursed by the Board when prior Administrative approval has been received.
  - F. A Member engaged during the school day in negotiating on behalf of the LETTA with any representative of the Board or participating in any step of the Grievance Procedure, including arbitration, shall be released from regular duties without loss of salary.
  - G. Members shall notify the proper Administrator, or the Administrator's designee, no later than 6:30 a.m. when they will be unable to report to work, except in an emergency when it may not be possible or practical for the Member to provide such advance notice.

## ARTICLE 25

### LEAVES

#### A. **Personal Illness or Disability**

Each Member covered by this Agreement shall earn the equivalent of one (1) sick day per month of employment (not to exceed ten (10) per year) during the regular school year in an individual sick leave bank. These days shall be granted at the beginning of the fiscal year. In cases where the Member leaves the District before the completion of the regular school year, a deduction equivalent to the number of credited but unearned sick days will be made from the Member's final pay.

1. Each Member shall be entitled to an accumulation of the unused portion of each year's sick leave up to a maximum of ninety (90) days. Sick days shall accrue in half or full days. The Member will be paid for each unused sick day beyond ninety (90) or upon termination at the rate of forty-five (\$45) dollars for each unused sick day, provided the Member has been employed at least one (1) year with the District and does not owe days to the Member's sick leave bank. Each Member will be notified by October 1<sup>st</sup> of each year of the number of sick leave days carried over from the preceding year.
2. The Member may use all or any portion of their leave for:
  - a. Emergency leave with good cause shown.
  - b. Illness in the Member's immediate family or extended family.
  - c. To recover from their own illness or disability.
3. Immediate family shall be defined as the Member's Spouse, or the Member's or Member's spouse's, mother, father, step-parents, sibling or step-sibling, spouse, children or step-children and other legal dependants living in the household.
4. Extended family shall be defined as the Member's or the Member's spouse's grandparents or grandchildren.
5. For uses of sick leave days that are more than five (5) consecutive days in duration, the Member may be required to provide documentation, including a physician's statement, detailing the nature of the Member's, or Member's immediate or extended family member's illness and/or disability. Said statement must be actually signed by the physician. A stamped signature may not be accepted.

#### B. **Sick Leave Bank**

1. A Sick Leave Bank Committee shall be established by LETTA.
2. Beginning each regular school year, Members with less than ten (10) years of LETTA membership shall contribute one (1) sick day per year to the LETTA Sick Leave Bank, to a maximum of ten (10) days. Members who have required days from the Sick Leave Bank shall repay the Sick Leave Bank at a rate of one (1) day per regular school year to a maximum of ten (10) days, or the lesser amount to repay the days.

Any Member who leaves LETTA and owes days to the LETTA Sick Leave Bank, because of being granted days from the Sick Leave Bank, will repay the days from the Member's individual sick leave bank if the days are available.
3. Any Member on leave for personal illness or disability, having exhausted their own leave days may request up to thirty (30) additional leave days from the LETTA Sick Leave Bank by filing an application with the Sick Leave Bank Committee. The Board shall self-insure at full pay from the forty-first (41<sup>st</sup>) working day until the ninetieth (90<sup>th</sup>) calendar day. If, after the termination of a disability, the Member again becomes disabled for the same or directly related cause, the

later period of disability shall be considered a continuation of the previous period unless the Member had actively worked full-time for a period of at least six (6) months.

4. The Sick Leave Bank Committee may grant or deny leave day requests from the bank. Its judgment and/or decision will be final. Written approval from LETTA by the Sick Leave Bank Committee must be provided to the payroll office before compensation will be made. Said approval must be received by the Business Office at least eight (8) workdays prior to the payroll date.
5. Sick Leave Bank days shall accumulate.
6. It is the intent of the parties to have the individual or the Sick Leave Bank cover the first forty (40) consecutive and non-consecutive workdays of disability resulting from the same or related illness or disability during the regular school year. A Member having exhausted the forty (40) days will be granted up to a maximum of fifty (50) additional days by the District, provided the illness is for the same or related causes. Once the individual qualifies for LTD, they shall not be required to use individual sick days during the regular school year, provided the illness or disability is for the same or related causes. Verification that the illness or disability is for the same or related causes must be provided.

C. **Return Rights and Fringe Benefits – Long Term Disability (LTD)**

1. A person on LTD shall have fringe benefits and return privileges to a position as follows:
  - a. Health insurance coverage shall continue for a period of twelve (12) months from the date the person qualifies for LTD insurance payments unless said coverage is continued by the LTD carrier.
  - b. Seniority will accrue equivalent to the Member's seniority before the leave up to a maximum of two (2) years.
2. Members returning within two (2) years shall be reinstated to their position, except where return conflicts with the Tenure Act.
3. Such return is conditioned on the Member providing Administration with a doctor's statement indicating the Member might possibly return to work during the regular school year. If the Member fails to provide such notification prior to the beginning of the regular school year, the Member may return if an opening exists, assuming said Member has the necessary qualifications and has more seniority than the least senior affected Member. If a position is unavailable, they shall be placed on the layoff list.
4. Leaves are subject to renewal at the will of the Board, provided that absent a request, leaves of absence because of physical or mental disability may be granted by the Board for a period not to exceed one (1) year, provided further, that any Member so placed on a leave of absence shall have the right to a hearing by the Board of Education.

D. **Bereavement**

1. Members will be allowed to use up to five (5) leave days without loss of pay for the death in the immediate family. *See Article 25(A)(3).*
2. Members will be allowed to use up to three (3) leave days without loss of pay for a death in the extended family. *See Article 25(A)(4).*
3. Members will be allowed to use one (1) leave day *per year* without loss of pay for a death of a person that is not in either the immediate family or the extended family.
4. Members approved to attend the funeral as representatives of the District shall also be granted a Bereavement Leave Day without loss of pay.

E. **Unpaid Leaves of Absence**

1. Study. A leave of absence of up to one (1) year may be granted to any Member with three (3) years of continuous service within the District, upon application, for the purpose of engaging in study at an accredited college or university or for a retraining session with industry, reasonably related to their professional responsibilities to the Lapeer County Intermediate School District. Upon return from such leave, a Member shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period. Notice of intent to return must be submitted at least seventy (70) days prior to the end of the regular school year. To be eligible to apply for such leave of absence, a Member shall not have taken such leave within five (5) years of next preceding application.
2. Child Care. Upon written request, a leave of absence shall be granted to any Member for up to one (1) regular school year for the purpose of child care. The leave may be extended for an additional one (1) year upon written request of the Member. It is further provided that:
  - a. The Board agrees to continue the Member's health insurance coverage in accordance with the Family and Medical Leave Act (FMLA).
  - b. A Member may terminate said child-care leave provided the District has not entered into a contract with another Member for said period.
3. Return Provisions.
  - a. For seniority and salary purposes, the Member shall be given credit for full semester if they teach forty-five (45) or more days during the semester during which time the leave was granted.
  - b. Seniority rights shall be maintained while on leave.
  - c. Reinstatement shall be to the Member's former position if they return during or at the end of the initial leave period. Following an extended leave period, the Member shall be reinstated to a position for which they are certified or may be certified.
  - d. It shall be the responsibility of the Member on an extended leave to notify the Board, in writing, of their intent to return to work within seventy (70) days prior to the expiration of the leave. Failure to notify the Board of such intent within said time frame shall be considered voluntary termination of employment with the District.
  - e. The Member shall provide the course outline and curriculum materials.

F. **Professional, Personal and Association**

1. At the discretion of Administration, a Member may be granted time off during the school year to attend conferences, workshops, seminars, training sessions, or to view other instructional techniques or programs. (This may include more than one (1) conference.) Reasonable expenses related to the attendance at such events will be reimbursed.
  - a. Conference days may not be granted when, as a result of other absences, the total amount of instructional time missed impairs the quality of the instructional program.
  - b. Reasonable expenses include: registration fee, lodging, meals, and miscellaneous expenses as approved by the District.
    1. All travel by Members will be in accordance with Administrative Guideline 3440A (Job-Related Expenses).
    2. Miscellaneous expenses will be restricted to those expenses directly related to the function. Expenses for optional social activities are the responsibility of the individual. No expenses for alcoholic beverages will be paid.
  - c. The rates of reimbursement for meals are not to exceed the amounts established by Administration Guideline 3400A without prior Administrative approval. However, a line item may be exceeded as long as a single meal does not exceed the allowable amounts

for lunch and dinner combined. In the event any meals are included in the registration fee, an appropriate adjustment to the allowable amounts will be made.

However, the allowable amounts for Members shall in no circumstance fall below the following:

Breakfast	\$ 8.00
Lunch	\$ 12.00
Dinner	\$ 25.00
Lodging per night	\$100.00 or group rate

- d. In granting conference days, consideration will be given to the following:
    1. Out-of-state or in-state conferences shall be evaluated by the same criteria
    2. Priority for attending a conference shall be given to Members that have not attended a conference during the previous one (1) or two (2) years
    3. The conference should be related to the instructional program
    4. Cost
    5. Budgetary constraints
  - e. LETTA will be given copies of all conference requests.
2. Personal Business. At the beginning of every fiscal year, each Member will be credited with two (2) personal business days. Except during emergencies, a Member planning to use a personal business day or days shall notify the Principal at least three (3) days in advance and will not expect business days to be granted before or after a holiday or recess. Personal business days not used will be credited to a Member's accumulated sick leave at the end of the regular school year. Any Member with ninety (90) or more sick days accumulated in their personal bank will be able to elect to use one (1) sick day as a personal business day.
  3. Jury Duty. Any Member called for jury duty during school hours or who is subpoenaed to testify during school hours shall be paid their full salary without loss of leave days or personal business days for such time spent on jury or giving testimony. Additional expenses of mileage and meals incurred by the Member shall be deducted from the fees paid by the court and the balance of the fees is to be endorsed and submitted to the Lapeer County Intermediate School District treasurer to be deposited in the Career and Technical Education operating fund.
  4. Association Business Days. In the event that LETTA requests to send up to two (2) representatives to local, state or national conferences conducted by LETTA, or its affiliates (i.e., MEA or NEA) for the purpose of furthering the cause of pursuing its own professional purposes or other business leave pertinent to the LETTA affairs, said representatives shall be excused 1) providing the frequency does not impair the quality of classroom instruction (as determined by Administration) and 2) providing that said request has been submitted to Administration for approval as soon as possible prior to the leave. LETTA will reimburse the District for the cost of substitutes when provided.
  5. Sabbatical Leave. The Board may grant a professional Member a sabbatical leave for professional improvement after employment by the District for at least seven (7) consecutive years.
    - a. Leaves may not exceed one (1) year.
    - b. While on leave, the Member shall be considered to be in the employ of the Board and shall accrue seniority.
    - c. While on leave, the Member shall be compensated at a rate of forty- percent (40%) of the salary earned during the year immediately preceding the leave. Eligible benefits and leave privileges shall be continued for the Member during the leave period.
    - d. An individual on an approved sabbatical leave of absence must return to the District for a period of not less than two (2) years after the completion of the sabbatical leave, or

return the full amount of the pay received while on the granted sabbatical leave, plus costs of any benefit coverage during that period of time. If fired, deceased, or laid-off, the two-year restriction is lifted.

6. Retraining Leave for Displaced Personnel.

- a. Members shall be entitled to a one (1) year (i.e., two (2) semesters) retraining leave of absence under the following conditions:
  1. The Member shall make written application for said leave prior to the end of the academic year and while still actively teaching at the District. The Board will act on the leave request no later than the second (2<sup>nd</sup>) Board meeting following receipt of the application and final submission of necessary documentation.
  2. The Member has been displaced or could be displaced.
  3. If the Administration included the displaced Member's program in the 2-year plan of projected program changes contemplated by Article 12, the Member's written application for leave shall include evidence of a good faith effort to complete retraining during the two (2) year notice period. If a good faith effort has not been demonstrated by the Member, said Member shall be ineligible for leave. In the event the displaced Member's program did not appear in the 2-year plan of projected program changes, resulting in the Member receiving less than two (2) years' notice, the Member shall not be expected to meet this requirement.
  4. If a Member does not have certification for a viable program area, they will demonstrate that they will be able to complete the necessary requirements to obtain such certification prior to the end of the leave.
  5. The Member has at least seven (7) years of service with the District.
- b. Return provisions. The applicant, provided they have the requisite seniority and proper certification, must return to a position for a period of not less than two (2) years after the completion of the leave or return the full amount of pay received while on the granted leave, plus the costs of any benefit coverage during that period of time. This provision does not apply if there is a conflict with the Tenure Act.
- c. Benefits of Leave. Successful applicants for retraining leave shall receive full health insurance benefits, life insurance benefits and fifty-percent (50%) of the previous year's salary, as well as seniority accrual during the period of the retraining leave.

G. **Break in Service**

Members on approved leaves of absence shall not be considered as having a break in service.

H. **Family and Medical Leave Act (FMLA)**

1. When appropriate, leave that qualifies for protection under FMLA shall run concurrently with other types of medical-related leave.
2. Members shall have the right to maintain up to five (5) sick days while on FMLA leave.

## **ARTICLE 26**

### FRINGE BENEFITS

- A. The District will offer to each Member the following benefits: health, vision, dental, long-term disability, and life insurance. Furthermore, the District shall solicit four (4) or more bids at least every three (3) years in accordance with the Public Employees Health Benefit Act; however, the plan(s) and carrier(s) shall be of LETTA's choosing. LETTA must inform the District of the plan and carrier selected by May

31<sup>st</sup> of each year. Said plan shall go into effect on July 1<sup>st</sup> of each year.

With respect to each contract year during this Agreement, the maximum allowance in each category to be paid by the District will not be more than six-percent (6%) of the previous year's maximum allowance in each category.

B. If LETTA chooses a MESSA plan (Pak A and Pak B), the maximum allowances are as follows:

C. 2009-10

Pak A: \$1,527.43

Pak B: \$318.51

2010-11

Pak A: \$1,619.08

Pak B: \$337.62

2011-12

Pak A: \$1,716.22

Pak B: \$357.88

Should the actual cost to the District for the above listed fringe benefits exceed the maximum allowance, it is agreed and understood that each member shall be responsible for the difference. The difference shall be paid in the form of an employee contribution through payroll deductions. Said deductions shall begin with the first (1<sup>st</sup>) pay of the regular year calendar and end with the twenty-second (22<sup>nd</sup>) pay of the regular year calendar.

D. Members electing to receive non-medical benefits only will receive a cash option of one-hundred fifty dollars (\$150.00) per month during the time that coverage is not in effect. Members currently receiving two-hundred sixteen dollars and fifty-seven cents (\$216.57) per month will continue to receive that amount.

E. Members working less than full-time shall receive fringe benefits or a cash option in lieu of health insurance in proportion to the amount of time worked.

F. Members losing health insurance coverage under a spouse's plan at any time during the regular or extended year will be eligible to resume health insurance coverage under this Agreement and will no longer receive a monthly cash option. In this event, Members must enroll under the District's health insurance coverage within thirty (30) calendar days of the date of loss.

G. The open enrollment period for health insurance coverage is October 1<sup>st</sup> thru October 24<sup>th</sup>. Changes made during the open enrollment period will take effect December 1<sup>st</sup>.

H. No bargaining unit member shall have duplicate health insurance coverage under both the Employer's health insurance and health insurance coverage of a spouse or other family member. Upon signing of this Agreement, each bargaining unit member shall be required to complete a statement indicating whether or not they have dual coverage. Members who are covered under another policy shall have sixty (60) days to elect to continue coverage under that policy and drop the Employer's coverage, or to continue coverage under the Employer's policy. If coverage with the Employer is elected the Member must certify to the Employer that he or she has been dropped from the other coverage. Should a Member fail to make the election in a timely fashion, the Employer shall have the right to drop the Member from the Employer's coverage with thirty (30) days notice to the Member. In addition, failure to comply with this Article may result in disciplinary action being imposed.

- I. Members who are covered under another health insurance policy must provide written authorization to permit the Employer to obtain necessary documentation from the other insurance carrier to confirm that coverage has been dropped.
- J. Members who maintain duplicate coverage contrary to the terms of this provision shall be required to reimburse the Employer for the cost of the Employer-provided coverage for all months in which duplicate coverage was maintained by the Member, said reimbursement is to be made through payroll deductions.
- K. Members whose spouses have mandatory health care coverage are exempt from this requirement.

## **ARTICLE 27**

### **COMPENSATION**

- A. The basic salaries of Members covered by this Agreement are listed in Appendix A and shall remain in effect during the term of this Agreement.
- B. **New Hires.**  
All newly hired Members shall be given full credit on the salary schedule for the full years of outside teaching experience in any school district in the State of Michigan or any other state which has a reciprocity agreement in Member certification with Michigan. Recent, relevant, and related work experience in the Member's area of assignment, or in Student Services, shall be credited on the basis of two (2) years of work experience equal to one (1) step on the salary schedule. Documentation to substantiate work experience must be submitted to Administration within thirty (30) calendar days of a Member's start date. Administration shall consider at least a verification of employment and a task analysis of the job when considering a work experience request. Substitute teaching experience shall be credited on the basis of two (2) years of substitute teaching experience equal to one (1) step on the salary schedule. Work experience and teaching experience shall be combined for placement on the salary schedule. Half steps will be allowed. Administration will provide LETTA's President with a notice of initial placement (i.e., Personnel Change Form).
- C. The salary schedule is based upon the regular school year calendar and the normal workday, as defined elsewhere in this Agreement (*see Articles 23 and 24*).
- D. Members required, in the course of their work, to drive personal automobiles shall be reimbursed at the prevailing IRS rate. Members who were approved to drive personal automobiles for field trips or other District business shall be reimbursed at the same rate.
- E. Members who work less than full time for an entire regular school year will be credited with one (1) year of work experience. For placement on the salary schedule, two (2) years of work experience equal one (1) step on the salary schedule. Half steps will be allowed.
- F. Members who complete only one (1) semester of service in any one regular school year will be considered half-step Members. All newly employed Members with half-steps of experience will also be considered half-step Members. All half-step Members will receive a payroll change at the beginning of the next contract year and will be placed at the appropriate half-step on the salary schedule.
- G. Members assigned to Student Services will work and be compensated for five (5) days during the Summer Break at Appendix B rates. Said workdays will be mutually agreed to by the members and



Administration prior to the Summer Break. Additional workdays may be mutually agreed to by the members and Administration prior to the Summer Break.

**NOTE: The Parties agreed to eliminate sections H, I, and J of this Article; however, current Members as of the date of ratification of this Agreement will retain grandfather status for these sections thru the expiration of this Agreement.**

- H. Each successfully completed semester hour of graduate level coursework (to a maximum B.A.+45 or M.A.+15) on an approved program leading toward an advanced degree in education or relevant coursework approved by the Board shall be compensated for at a rate of one-thirtieth (1/30) of the difference between the Bachelor's and Master's level at each step of the pay scale per semester hour one (1) semester hour = one and one-half (1½) term hours). Staff above MA+15, as of the 1999-2000 school year would receive one-thirtieth (1/30) of the difference between the bachelor and master level pay scale for each semester hour to a maximum of MA+30 for the hours they have as of the signing of this agreement.
- I. Each successfully completed semester hour (to a maximum of twenty (20) of a Board approved college or university coursework in education, as defined elsewhere in this Agreement, by a Member on the non-state secondary provisional, permanent, or continuing certificated Member shall be compensated at a rate of one-twentieth (1/20) of the difference between the Non-Degree and Bachelor's at each step of the pay scale per semester hour (one (1) semester hour = one and one-half (1½) term hours).
- J. All salary increases for qualified additional semester hours or credit will reflect a payroll change at the commencement of the regular school year. Evidence of such additional hours is to be presented during Staff Orientation. All salary increases for qualified additional semester hours or credit will reflect a payroll change if evidence of such additional hours is presented to the Administration prior to September 1st and verified within thirty (30) days by grade report or transcript.
- K. In recognition of service to the District, a payment of twenty-seven percent (27%) of the Member's last year's salary will be paid to any Member leaving the District, providing they have worked in the District ten (10) years. Recognition of service pay, as defined in this contract, does not apply to any employee hired after July 1, 1995.
- L. In recognition of service to the School District, the following schedule of Longevity Pay is established:
- |                  |     |                  |    |
|------------------|-----|------------------|----|
| 12 years or more | 1½% | 15 years or more | 2% |
| 20 years or more | 2½% | 25 years or more | 3% |
- M. Graduate credits on the salary schedule are semester credits. Term credits shall be considered two-thirds (2/3) of a semester credit. Graduate credits to be considered for advancement on the salary schedule shall meet the following conditions:
1. Prior to advancement on the salary schedule beyond a BA, a teacher must submit Section I of the "Application for Advancement on the Salary Schedule" to the Superintendent prior to registration. See Appendix F. The Superintendent will either approve or deny its submission.
  2. For advancement on the salary schedule, the following guidelines will be followed:
    - a. Graduate credits must be in an area specifically related to the teacher's areas of responsibility.
    - b. The Superintendent may consult with the College/University Registrar as to whether the additional course work is related to the teacher's areas of responsibility.
    - c. Timelines:
      - i. Section I must be submitted to the Superintendent prior to registration;
      - ii. Section II must be submitted to the Superintendent no later than May 1<sup>st</sup>; and
      - iii. Section III must be submitted to the Superintendent no later than September 1<sup>st</sup>.

3. Administration will provide LETTA's President with notice of any changes in placement on the salary schedule (i.e., Personnel Change Form).
- N. Extra Compensation
1. Mentor Members shall receive five-hundred dollars (\$500) per year.
  2. For approved extended school days or extended school year assignments, Members will be compensated at the hourly rates in Appendix B starting at the signing of this agreement.
  3. a. Program-related. Extra compensation at the rate of twenty dollars (\$20) per hour will only be provided to Members who 1) attend training that is required by Administration, 2) participate in non-discretionary program-related activities either involving or not involving students, except that no extra compensation will be paid for field trips, and 3) represent the District as part of a committee, consortium, or similar group as required by Administration up to a maximum of eight (8) hours per day. Members receiving extra compensation in accordance with this section for required training shall also be compensated one (1) hour for out-of-class preparation at the rate of twenty dollars (\$20) per hour for every eight (8) hours of in-class training.  
b. CTSO-related. Refer to Article 21.
  4. Agriscience/Horticulture Program.
    - a. Extended School Year. The Agriscience/Horticulture Program has an extended school year component that requires the instructor to put in up to a maximum of eighty (80) additional work hours beyond the number of work hours negotiated for the regular school year. Compensation for these additional hours will be computed at the hourly rates in Appendix B and the instructor will be required to submit timesheets in order to receive additional compensation. The instructor's main job duty during the extended school year will consist of performing Supervised Agriscience Experience (SAE) visits. SAE visits include visits made to local farms, the District's Animal Facility, and the Lapeer County Fair.
    - b. Evening Session. The Agriscience/Horticulture Program has an evening session component that requires the instructor to put in additional work hours. Compensation for these additional hours will be computed at the hourly rates in Appendix B and the instructor will be required to submit timesheets in order to receive additional compensation.
- O. Annual step increases on both Appendix A salaries and Appendix B hourly rates shall take effect on the first (1<sup>st</sup>) scheduled workday of the regular school year, not on July 1<sup>st</sup>.

## **ARTICLE 28**

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual Member shall be subject to and consistent with the terms and conditions of this Agreement or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

- D. Members may request from the Board permission to obtain personal copyrights for materials produced totally or in part on work time. All rights for materials produced by teachers during other than work time remains the property of the teacher.
- E. If any provision of this Agreement or any application of this Agreement to any Member(s) shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Members will be provided keys for an office. Access to the building from the outside must be prearranged.
- G. All newly hired Members must present evidence of a negative TB test or chest X-ray in accordance with the State regulations within fourteen (14) days after the first (1<sup>st</sup>) day of regular school session. The Board will continue its efforts to provide the tests on District premises at a nominal fee to the Members.
- H. Any department head structure, which may be desired by the Board, shall be negotiated prior to its enactment.
- I. In the event that the District shall be combined with one (1) or more districts, the Board will recommend, in writing, the continued employment of its Members in such districts, provided such Members have received a satisfactory evaluation.
- J. The District will pay five-hundred dollars (\$500) to any full-time currently employed LETTA member who submits their resignation from the District by March 1<sup>st</sup> with an effective date any time after the current school year concludes and before the next school year begins.

**ARTICLE 29**  
**DURATION OF AGREEMENT**

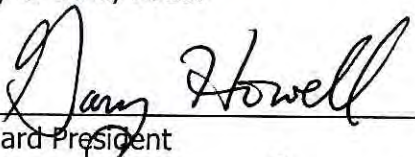
This agreement shall be effective upon ratification by the Board of Education and shall continue until 12:01 a.m. of the first scheduled workday for CTE staff of the 2012-13 regular school year.

If, pursuant to negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

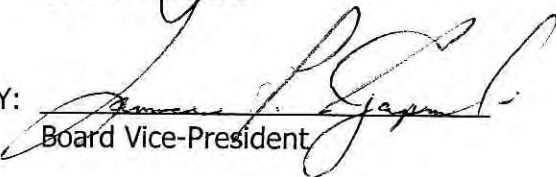
Copies of this Agreement, titled "Master Agreement between the Lapeer County Intermediate School District Board of Education and the Lapeer County Vocational-Technical Center Teachers' Association, 2009-12 shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and copies presented to all Members now employed, or hereafter employed, by the Board.

Ten (10) additional copies of the Agreement shall be sent to the President of LETTA.

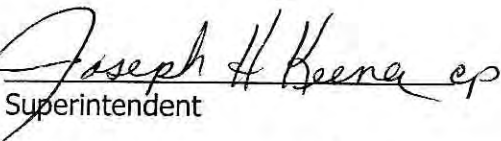
In witness thereof, the parties have executed this Agreement by their duly authorized representatives on the 15<sup>th</sup> day of June, 2011.

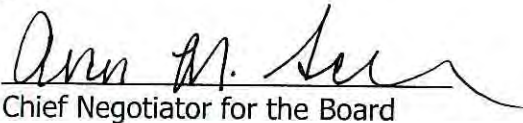
BY:   
Board President

BY:   
LETTA President

BY:   
Board Vice-President

BY:   
LETTA Negotiator

BY:   
Superintendent

BY:   
Chief Negotiator for the Board

## Appendix A

### SALARY SCHEDULE

(0% increase)

<b>2009-10</b>			
Years Of Service	Annually Authorized Teacher	Annually Authorized Teacher +20, or B.A. with State Teaching Certificate*	B.A. +30 or M.A. with State Teaching Certificate*
0	\$36,036	\$37,767	\$40,884
1	\$38,627	\$40,356	\$44,107
2	\$41,370	\$43,098	\$47,276
3	\$44,249	\$45,979	\$50,731
4	\$47,131	\$48,857	\$53,908
5	\$50,003	\$51,887	\$57,073
6	\$53,039	\$54,771	\$60,389
7	\$55,778	\$57,509	\$63,704
8	\$58,660	\$60,392	\$66,875
9	\$61,545	\$63,273	\$70,047
10	\$64,496	\$66,229	\$73,504

\*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.

(0% increase)

<b>2010-11</b>			
<b>Years Of Service</b>	<b>Annually Authorized Teacher</b>	<b>Annually Authorized Teacher +20, or B.A. with State Teaching Certificate*</b>	<b>B.A. +30 or M.A. with State Teaching Certificate*</b>
0	\$36,036	\$37,767	\$40,884
1	\$38,627	\$40,356	\$44,107
2	\$41,370	\$43,098	\$47,276
3	\$44,249	\$45,979	\$50,731
4	\$47,131	\$48,857	\$53,908
5	\$50,003	\$51,887	\$57,073
6	\$53,039	\$54,771	\$60,389
7	\$55,778	\$57,509	\$63,704
8	\$58,660	\$60,392	\$66,875
9	\$61,545	\$63,273	\$70,047
10	\$64,496	\$66,229	\$73,504

\*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.

(.5% increase)

<b>Members as of 6/15/11 thru Expiration of Agreement 2011-12</b>			
<b>Years Of Service</b>	<b>Annually Authorized Teacher</b>	<b>Annually Authorized Teacher +20, or B.A. with State Teaching Certificate*</b>	<b>B.A. +30 or M.A. with State Teaching Certificate*</b>
0	\$36,216	\$37,956	\$41,088
1	\$38,820	\$40,558	\$44,328
2	\$41,577	\$43,313	\$47,512
3	\$44,470	\$46,209	\$50,985
4	\$47,367	\$49,101	\$54,178
5	\$50,253	\$52,146	\$57,358
6	\$53,304	\$55,045	\$60,691
7	\$56,057	\$57,797	\$64,023
8	\$58,953	\$60,694	\$67,209
9	\$61,853	\$63,589	\$70,397
10	\$64,818	\$66,560	\$73,872

\*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.

(0% increase)

**Members Hired On or After 6/16/11**

**2011-12**

<b>Years of Service</b>	<b>Annually Authorized Teacher</b>	<b>Annually Authorized Teacher +20 or B.A. with State Teaching Certificate*</b>	<b>B.A.+15 with State Teaching Certificate</b>	<b>B.A. + 30/MA with State Teaching Certificate*</b>	<b>M.A. + 15 with State Teaching Certificate</b>
0	\$36,216	\$37,956	\$39,522	\$41,088	\$42,655
1	\$38,820	\$40,558	\$42,443	\$44,328	\$46,212
2	\$41,577	\$43,313	\$45,413	\$47,512	\$49,612
3	\$44,470	\$46,209	\$48,597	\$50,985	\$53,373
4	\$47,367	\$49,101	\$51,639	\$54,178	\$56,716
5	\$50,253	\$52,146	\$54,752	\$57,358	\$59,964
6	\$53,304	\$55,045	\$57,868	\$60,691	\$63,514
7	\$56,057	\$57,797	\$60,910	\$64,023	\$67,136
8	\$58,953	\$60,694	\$63,952	\$67,209	\$70,467
9	\$61,853	\$63,589	\$66,993	\$70,397	\$73,801
10	\$64,818	\$66,560	\$70,216	\$73,872	\$77,527

\*A state teaching certificate is defined as State Secondary Provisional, Permanent, Continuing Certificate, temporary, or full vocational authorization.



**Appendix B**  
**EXTENDED SCHEDULE COMPENSATION**

Payment per hour based on the following schedule:

<b>Years of Experience</b>	<b>Hourly Rate Base 2009-10 and 2010-11</b>	<b>Hourly Rate 2011-12 (.5%)</b>
<b>0</b>	\$28.93	\$29.07
<b>1</b>	\$31.24	\$31.40
<b>2</b>	\$33.56	\$33.73
<b>3</b>	\$35.87	\$36.05
<b>4</b>	\$38.10	\$38.29
<b>5</b>	\$40.50	\$40.70
<b>6</b>	\$42.81	\$43.02
<b>7</b>	\$45.12	\$45.35
<b>8</b>	\$47.44	\$47.68
<b>9</b>	\$49.76	\$50.01
<b>10</b>	\$52.07	\$52.33

This schedule shall not be increased during the contract period.

(Note: The Member's time sheet will reflect and the Member will be compensated for actual time worked.)

**Appendix C**  
**GRIEVANCE REPORT FORM**

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

Lapeer County Intermediate School District

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Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

(If additional space is needed for any section, attach an additional sheet)

**STEP I**

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

B. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

C. Disposition by Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

D. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**STEP II**

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

B. Disposition of Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**STEP III**

A. Date Received by Board Secretary or Board Designee: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_  
\_\_\_\_\_

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**STEP IV**

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

B. Disposition and Award of Arbitrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **Appendix D**

### **LETTERS OF UNDERSTANDING**

#### **Letter 1**

Return Slips Following Serious Illness or Injury:

Employees may be required to provide proof of ability to return to work only in cases of leave when an employee is on sick leave for a clearly serious, communicable disease, or serious medical/psychological leave where the person may be harmful to himself/herself or others. The employee shall provide a physician's statement specifying the date that the employee is able to reasonably perform their tasks. In cases of emotional illness, the evaluation should be conducted just prior to the date of return.

If the District is not satisfied with the physician's statement, a second opinion from a doctor selected by the District may be required. In such event, the District shall be responsible for the doctor's fee and mileage to and from the employee's home. The appointment should be scheduled as soon as practical. The employee shall not be penalized for sick time lost, provided the physician determines the employee is able to return to work.

Should the doctor's opinions disagree, a mutually agreed upon third doctor will be selected and their opinion shall control. Customary expenses (as defined above) shall be assumed by the District.

#### **Letter 2**

Damage to Vehicles:

When the Administration determines that a teacher's car has been damaged by a student while under the school's supervision, the following will apply:

1. The teacher will turn the claim for repair in to their insurance company.
2. The District shall reimburse the costs of repair which are not covered by the teacher's insurance company. It is understood that costs of repair shall not exceed the value of the vehicle.

The District will not be responsible for damage done to a vehicle unless it is parked in the employees' (north) parking lot.

#### **Letter 3**

In-Service Conferences:

The Association shall provide names of drivers to conferences. The District shall reimburse an amount not to exceed the total attendance divided by three.

Example:	If 17 attended = 6 cars
	If 14 attended = 5 cars
	If 15 attended = 5 cars
	If 19 attended = 6 cars

#### **Letter 4**

Curriculum Revision Work:

Teachers are expected to continually revise and update their curriculum. Approximately one hour per month (nine hours per year) is a reasonable amount of time for curriculum revision work. It is the intent of the parties that work involved in curriculum revision and updating will be completed within the one hour per month (nine hours per year) time frame. In the event that unusual circumstances or a special project requires more time than specified above, affected staff and the Administration will mutually agree upon the approximate length of time required. Participation shall not be mandatory for staff. The rate of pay will be negotiated by the LVCTA and the Board representatives when the need arises.